

# **EXHIBIT 20**

## **SUPPLEMENTAL DECLARATION OF RUFUS JENKINS**

**SUPPLEMENTAL DECLARATION OF RUFUS L. M. JENKINS  
PURSUANT TO 28 U.S.C. § 1746**

I, Rufus L. M. Jenkins, hereby state that I have personal knowledge of the facts set forth below. If called as a witness, I could and would testify as follows:

1. I am a citizen of the United States and am over eighteen (18) years of age. I am an Investigator for the Federal Trade Commission (“FTC”). I am currently assigned to the Division of Financial Practices in the FTC’s Bureau of Consumer Protection. My mailing address is 600 Pennsylvania Avenue, NW, Mail Stop CC-10232, Washington, D.C. 20580.
2. I have been an Investigator with the FTC since August 2019. My responsibilities for the FTC include investigating suspected violations of consumer protection laws, including the FTC Act, the Telemarketing Sales Rule, the Truth in Lending Act, and the Electronic Fund Transfers Act. In the normal course of carrying out my investigative responsibilities, I regularly use Internet search engines, electronic databases, spreadsheet software, and other software-based investigative and organizational tools.
3. I have been assigned to work on the FTC’s investigation of Defendants Lead Express, Inc., Camel Coins, Inc., Sea Mirror, Inc., Naito Corp., Kotobuki Marketing, Inc., Ebisu Marketing, Inc., Hotei Marketing, Inc., Daikoku Marketing, Inc., La Posta Tribal Lending Enterprise, Takehisa Naito, and Keishi Ikeda.
4. Over the course of the investigation I conducted telephone interviews with consumers who filed complaints against Defendants.

**Interview with Milaya Paggett**

5. On or around January 23, 2020, I interviewed Milaya Paggett of Colorado Spring, Colorado. Ms Paggett stated that she was searching online for loans on or about April 2, 2019 and came across Gentle Breeze Online. She completed an application for a \$400 loan. The website

had her enter personal information including her bank information. After filling out the application, she received a message saying that she was approved for a \$100 loan instead, and that she would be contacted shortly. A Gentle Breeze representative called her soon after to confirm all her information and to confirm that she was approved for the \$100 loan.

6. Ms. Paggett stated that on the website, it said that there were two different types of loans—an installment loan and what they called an Indian Time Loan that had one payment two weeks later—but you don't know what type of loan you are approved for until they call you. She applied for an installment loan but received the Indian time loan on the phone. Based on the explanation, she understood that Gentle Breeze would take one payment of principal and interest, of around \$146 two weeks later.
7. Ms. Paggett stated that the representative never said anything about the loan automatically renewing. After the call, Gentle Breeze deposited \$100 into her account. Gentle Breeze never gave her any disclosures in writing about the terms of the loan before she entered into the loan. Also, they never gave her a copy in writing of her signed loan agreement or authorization to debit her bank account.
8. Ms. Paggett stated that a little less than two weeks later (before her first loan was due), on or about April 13, 2019, she applied for a second loan of \$500. She used the same process as before. After filling out the application, she received a message saying that she was approved for a \$500 loan, and that she would be contacted shortly thereafter. She even electronically signed an agreement where the amount of the loan was \$500. A Gentle Breeze representative called her soon after though to inform her that the approved amount was lowered to \$100, again. She did not like that the loan amount was changed after she had agreed to a \$500 loan, so she rejected this loan altogether.

9. Ms. Paggett stated that on or around April 15, 2019, she realized that Gentle Breeze had taken out \$46 from her account—and not the full amount. She called the number that was on Gentle Breeze’s website. A representative told her that her loan was renewed and the \$46 was only interest and that she still had to pay off the loan plus interest or otherwise it would be renewed again. When she said no one told her about her loan renewing, the representative said something like “you should have read your loan document before signing.”
10. Ms. Paggett stated that shortly after the call, Gentle Breeze emailed her copies of her loan agreement and the agreement she had signed for the \$500 loan. Ms. Paggett subsequently emailed me copies of both loan agreements. A true and correct copy of Ms. Paggett’s first loan agreement (with personal identifying information redacted) is attached to this declaration as **Attachment A**. A true and correct copy of Ms. Paggett’s second loan agreement (with personal identifying information redacted) is attached to this declaration as **Attachment B**.
11. Ms. Paggett stated that after reading the loan agreements, she felt deceived by the entire process, so on April 16, 2019, she filed a complaint with the Better Business Bureau. The next day, Gentle Breeze collected the principal on the first loan.

#### **Interview with Christian Rogers**

12. On or around January 31, 2020, I interviewed Christian Rogers of Flint, Michigan. Mr. Rogers stated that on or around December 6, 2019, he went online to find a loan for some Christmas gifts. He requested a loan through a site that marketed it would submit his application to multiple lenders. Moments later, the site showed him that Harvest Moon Loans accepted his application and that he would receive more details about an offer from them.

13. Mr. Rogers stated that Harvest Moon sent him an email, soon after, with the link “decisionlogic.com/YS445G,” to verify his bank account information electronically. Mr. Rogers subsequently forwarded to me the email he received from Harvest Moon. A true and correct copy of the email that Mr. Roger’s forwarded to me (with personal identifying information redacted) is attached to this declaration as **Attachment C**.
14. Mr. Rogers stated that after clicking the link in the email, he received a call from Harvest Moon. The representative told him that he was approved for a \$150 loan and that he had three options of paying it back. First, he could pay a total of about \$200 in one payment; second, he could pay a total of about \$220 in two payments; or, third, he could pay a total of about \$350 in four payments (of about \$86 every two weeks). Mr. Rogers stated that he chose the four-payment option. Based on this conversation and previous experience with personal loans, he understood that he would be paying back a total of \$350 in four payments. The representative never said that the payments would only count towards interest and not reduce the \$150 balance. The representative then had Mr. Rogers log on to the company’s portal and electronically sign his loan agreement. He received the loan amount in his bank account within a few days.
15. Mr. Rogers stated that in or around early January 2020, after Harvest Moon had withdrawn a few payments (which the representative and he had agreed would be withdrawn on Mondays (payday) but that his bank placed holds on the preceding Saturdays, leaving him without use of those funds), he wanted to know how much he still owed. He tried logging on to his account through the company portal, but he received a message that his login credentials were incorrect. Moreover, when he tried changing his password, he kept receiving an error message. Next, he looked up their email address and phone numbers online. He sent emails

and called, but no one answered. At this point, he looked for any record concerning his loan from Harvest Moon. Indeed, Harvest Moon did not give him any disclosures in writing about the terms of the loan before (or after) he entered into the loan. They, also, never gave him a copy of his loan agreement or a copy of any authorization to debit his bank account.

16. Mr. Rogers stated that on or about January 13, 2020, he filed a complaint with the Better Business Bureau. A representative from Harvest Moon called him on or about January 15, 2020 as a result. The representative told him that he had paid about \$234 in total, so far, and that all of the withdrawals by Harvest Moon had been applied towards interest only. Up to that point, he had not seen any information or been told by a Harvest Moon representative that any of his payments would be interest-only. He disputed the fact that his payments were not going towards the principal of his loan. As a result, the representative told him Harvest Moon would consider his account closed after they took two more \$75 payments (keeping with the same payment frequency). He consented to these payments.

17. Mr. Rogers stated that Harvest Moon withdrew \$75 from his bank account on or about January 27, 2020. Thus far, Harvest Moon has withdrawn about four payments, totaling just over \$300.

#### **Interview with Cara Watts**

18. On or around January 28, 2020, I interviewed Cara Watts of Cleveland, Ohio.

19. Ms. Watts stated that in or around August 2019, she went online to find a loan for back-to-school shopping. She then came across Green Stream Lending and applied for a loan on their website. She provided personal information, including her date of birth, address, bank account information, and social security number.

20. Ms. Watts stated that later the same day, she got an email from Green Stream approving her

for a \$300 loan followed by multiple calls from the company. She did not recall the exact phone number but said it had a Las Vegas area code. A male company representative left her voicemail messages that she was approved and all they needed was her signature on a loan agreement.

21. Ms. Watts stated that she called the company back the next day. A Green Stream representative told her that her payments would be about \$140 every two weeks and that an amount of every payment would reduce the principal until her loan was paid off.
22. Ms. Watts stated that the representative explained that she needed to log on to her company account by clicking on the link in the email she had received the day before and sign her loan agreement. The representative gave her a user ID and password to log on to the company's portal. The representative told her that she could go back into my account anytime and submit a full loan payoff request. Ms. Watts followed the representative's instructions and electronically signed the loan agreement.
23. Ms. Watts stated that Green Stream never gave her any disclosures in writing about the terms of the loan before she entered into the loan. Also, they never gave her a copy of her loan agreement or a copy of any authorization to debit her bank account.
24. Ms. Watts stated that in or around October 2019, she began calling Green Stream to inquire about paying off her loan balance. However, she could not reach anyone from the company. In fact, her calls seemed to go directly to a voicemail system. She left several messages, but no one returned her calls.
25. Ms. Watts stated that in or around December 2019, she tried logging on to the company's portal to pay off her loan. She used the same credentials as before (to sign her loan agreement), but the system reported her user ID invalid this time.

26. Ms. Watts stated that on or about January 14, 2020, she found Green Stream's Better Business Bureau profile. After seeing other consumers' complaints similar to what she was experiencing, she filed a complaint. Green Stream responded to the BBB the next day, on or about January 15, 2020, that her account was considered paid off and closed.
27. Ms. Watts stated that nevertheless, on or about January 16, 2020, Green Stream withdrew another \$140 payment from her bank account. She called them right away to dispute the withdrawal but, just like earlier times, she could not reach anyone. She called back afterward and selected the prompts for someone seeking a new loan. This time a representative answered. When she asked questions about the withdrawal on her "closed" loan, however, the representative said she needed to speak with someone in their funding department and proceeded to transfer her to a non-working extension.
28. Ms. Watts stated that she immediately repeated the same process and reached another agent. This time she refused to be transferred to funding, and instead was transferred to someone in the same division. She explained the circumstances surrounding the recent withdrawal and asked for her money back. The representative rejected her request on the grounds that the company had just begun to process her BBB complaint and would close her Green Stream account by the end of the day. Moreover, the representative reasoned that she was responsible for the payment since she had signed the loan agreement.
29. Ms. Watts stated that in all, Green Stream withdrew about \$1,500 from her bank account.

#### **Interview with Rachel Hayes**

30. On or around May 30, 2019, I interviewed Rachel Hayes of Erie, Pennsylvania.
31. Ms. Hayes stated that she had found Harvest Moon by searching online for a short-term loan. Her last name at the time was D'Aurora.



32. Ms. Hayes stated that she filled out an application online. She entered her personal information in their website. Shortly afterwards, a Harvest Moon representative called her and asked to verify the information she had entered online. After that, the representative gave her instructions on how to log on to Harvest Moon's online portal to electronically sign a loan agreement.
33. Ms. Hayes stated, after she had received the funds for her loan, Harvest Moon withdrew several bi-weekly payments over \$100, triggering her to call Harvest Moon and ask why they were continuing to withdraw from her account. The representative she spoke with told Ms. Hayes the withdrawals were fees to extend her loan, or refinance charges, and that the withdrawal amount was the minimum payment due.
34. She tried to get a copy of her loan agreement from the Harvest Moon portal to no avail. She called Harvest Moon back and spoke with a representative. When asking about the repeated withdrawals, the representative told Ms. Hayes that she had received emails from Harvest Moon when a payment was due. However, these emails were only viewable after you log on to your account through the company's online portal.
35. She asked the representative how she could just pay off her loan, and the representative told her there was no option to pay the debt in full. At this point, Ms. Hayes asked the representative to send her a copy of the loan agreement. The representative complied with her request and emailed her a copy, which was the first time she was given a copy of it. Ms. Hayes told me that she understood from reading the agreement that she borrowed \$200 and the total amount due was \$300. Ms. Hayes later forwarded to me a copy of that loan agreement. Attached to my declaration as **Attachment D** is a true and correct copy of the email containing a copy of Ms. Hayes' loan agreement.

36. Using the information provided in Ms. Hayes' loan agreement, as part of our investigation, the FTC sent a civil investigative demand to Ms. Hayes' bank to obtain copies of her bank statements for the previous seven months. Attached to my declaration as **Attachment E** are true and correct copies of Ms. Hayes' bank statements that show all the withdrawals from Harvest Moon (with her personal information redacted).
37. Ms. Hayes stated that after reviewing the loan agreement, she called Harvest Moon back and spoke with another representative. After being told that she still owed the principal amount borrowed, Ms. Hayes asked to speak with a supervisor. The supervisor offered to refund her \$500, but she rejected it. She told the supervisor she was going to file a complaint with the Better Business Bureau.
38. Ms. Hayes stated that after the call when she was offered a \$500 refund, she filed a complaint with the Better Business Bureau. About a week later, a Harvest Moon supervisor, named Melissa, called her. The supervisor said that Harvest Moon would refund her \$1,028.
39. The FTC obtained, in the bank statements produced pursuant to our civil investigative demand, a copy of a negotiated check to Ms. Hayes for \$1,025.45 from Harvest Moon. Attached to my declaration as **Attachment F** is a true and correct copy of the refund check Ms. Hayes received from Harvest Moon.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct.

Executed in Washington, D.C., on May 7, 2020.

/s/ Rufus L. M. Jenkins  
Rufus L. M. Jenkins, MBA, CPA, CFE

# **ATTACHMENT A**

## CONSUMER LOAN AGREEMENT

Loan Number: 20132199

La Posta Tribal Lending Enterprise  
 8 Crestwood Road  
 Boulevard, CA 91905

**BORROWER'S INFORMATION:**

**Lender:** La Posta Tribal Lending Enterprise    **Borrower's Name:**  
 MILAYA PAGGETT

**Origination Date:** 04/02/2019    **Borrower's ID:**  
 This is the date you signed and submitted this loan agreement to the Lender    REDACTED

**Effective Date:** 04/03/2019    **Borrower's Address:**  
 The date you begin to pay interest on the loan.    REDACTED

**Final Payment Due Date:**    **Borrower's Bank and Account Number for ACH Transfers (the "Bank Account")**  
 04/15/2019    REDACTED

This loan Agreement (the "Agreement") is subject to the laws and jurisdiction of the **La Posta Band of Mission Indians**. In this Agreement, "you" and "your" refer to the Borrower identified above. "We", "us", "our", and "Lender" refer to **La Posta Tribal Lending Enterprise**, a lender authorized to do business under the laws of the La Posta Band of Mission Indians. "Loan" means this consumer loan. By executing this Agreement, you hereby acknowledge and consent to be bound to the terms of this Agreement; consent to the subject matter and personal jurisdiction of the **La Posta Band of Mission Indians**, and further agree that no state law or regulations will apply to this Agreement, its enforcement or interpretation.

**TRUTH IN LENDING DISCLOSURES:** The disclosures below are provided to you so that you may compare the cost of this loan to other loan products you might obtain. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state law to us, to the loan, or this Agreement.

## TRUTH-IN-LENDING DISCLOSURE

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to you or on your behalf	<b>Total Payments</b> The amount you will have paid after you have made all payments as scheduled
1299.40%	\$46.28	\$100.00	\$146.28

**PREPAYMENT:** If you pay off the Loan early, you will not have to pay a penalty

**SECURITY INTEREST:** Your ACH authorization is security for this loan.

See the Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment penalties.

Number of Payments	Principal and Interest	Service Fee	Total Payment	Payment Due
1	\$101.28	\$45.00	\$146.28	04/15/2019

**Itemization of Amount Financed:**

Amount given to you directly (not to exceed \$5,000.00): \$100.00

**PROMISE TO PAY:** You promise to pay to the order of Lender or any registered assignee of this Agreement the principal sum of \$100.00 plus interest and fees of \$46.28.

**DISCLOSURE OF FEE AS FINANCE CHARGE:** Although the fee that we charge you is not interest, the Federal Truth in Lending Act requires that it be included in the finance charge calculation for your loan. For example, on a loan made today in the amount of \$300.00, payable in 14 days with interest of 36% per annum and a fee of \$105, the Annual Percentage Rate of the finance Charge disclosed by the lender will be 948.48%.

**PAYMENTS:** You promise to pay the amount of the Total of Payments shown above on or before the Payment Due Date. If you have chosen the ACH Debit Authorization option, we will initiate an ACH Debit Entry as provided below. In addition, you agree that we cannot make and have not made the Loan contingent upon your obtaining any other product or service from us or anyone else.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your Loan application. You give us consent to obtain information about you from a consumer reporting agency or other sources. We reserve the right to withhold funding of this Loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

**ACH AUTHORIZATION TO CREDIT BANK ACCOUNT:** Unless the proceeds of this Agreement are applied to any outstanding loan balance that you may owe to us, you authorize us and our agents to initiate an Automated Clearing House ("ACH") credit entry to your Bank Account to disburse the proceeds of this Loan.

**ACH AUTHORIZATION TO DEBIT BANK ACCOUNT:** Unless you chose to mail to us a check or money order as payment for this Loan, you authorize us, and our agents, successors, employees, and registered assigns to withdraw money from your Bank Account for each payment you owe us, including any returned payment charges and the total amount you owe if you do not pay us when you agreed in this Agreement. You agree we can withdraw money from your Bank Account (called an "ACH Debit Entry") on each scheduled payment date shown on the Payment Schedule above. This right to withdraw money from your Bank Account will remain in full force until the earlier of the following occurs: (i) you pay us everything that you owe us under this Agreement or (ii) you tell us or the institution holding your Bank Account (the "Paying Bank") that we can no longer withdraw money from your Bank Account in enough time

to let the Paying Bank or us stop taking the money out of your Bank Account. You acknowledge and agree that this ACH Authorization to Debit Bank Account inures to the benefit of La Posta Tribal Lending Enterprise, its affiliates, agents, employees, successors, and registered assigns.

**NOTICE: NO BORROWER MAY HAVE OUTSTANDING MORE THAN THREE ELECTRONIC DEBIT GUARANTEES AT ANY ONE TIME.**

**TERMINATING ACH DEBIT AUTHORIZATION:**The ACH debit authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Agreement or (ii) you tell us or the Paying Bank that we can no longer withdraw money from your Bank Account in enough time to let the Paying Bank or us stop taking the money out of your Bank Account. Terminating your ACH authorization does not relieve you of your obligation to pay your Loan in full.

**REMOTELY CREATED CHECK AUTHORIZATION:**If you terminate any previous ACH Debit Authorization you provided to us or we do not receive a payment by the Payment Due Date, you authorize us and our agents, successors and assigns to create and submit remotely created checks for payment to us in the amount of each payment owing under this Agreement, including any returned payment charges or other amounts owing to us upon acceleration of this Loan as a result of your Default. Your typed signature below shall constitute your authorization to us to authenticate remotely created checks, which are also known as demand drafts, telechecks, preauthorized drafts, or paper drafts. If you believe we charged your Bank Account in a manner not contemplated by this authorization, then please contact us. You authorize us to vary the amount of any preauthorized payment by remotely created check as needed to repay installments and any other payments due under this Agreement.

**CHECK CONVERSION NOTIFICATION:**When you provide a check as payment, you agree we can either use information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For questions, please call our customer service phone number: [888-645-4171](tel:888-645-4171).

**PAYMENT APPLICATION:**Lender will apply your payments in the following order: (1) to any fees due, (2) to earned but unpaid interest, and (3) to principal amounts outstanding.

**SECURITY INTEREST DISCLOSURE:**To the extent that your agreement to have us withdraw money from your Bank Account is deemed a security interest under the laws of the La Posta Band of Mission Indians, you hereby grant to us a security interest in such withdrawal authorization using the ACH system.

**PREPAYMENT:**You may prepay all or part of the amount you owe us at any time without penalty.

**REFINANCE POLICY:**Unless otherwise notified, your account will be debited the minimum amount due to refinance this loan for another term.

**RETURNED PAYMENT FEE:** If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$25.00. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this fee, if you have also select the ACH Debit authorization. Your financial institution may also impose a fee.

**DEFAULT:** You will have broken the promise you made to us in this Agreement (each a "Default") if: (a) you provide false or misleading information about yourself, your employment, or your financial condition prior to entering into this Agreement, (b) if you fail to make a payment by the due date or if your payment is returned to us for any reason, or (c) if you file bankruptcy or become a debtor under the Federal Bankruptcy Laws.

**CONSEQUENCES OF DEFAULT:** Should you not do the things you agreed to under this Agreement, we may, at our option, do any one or more of the following things: (a) require you to immediately pay us everything you owe us; (b) withdraw money from your Bank Account that was not available when we tried to withdraw it at an earlier time, if you have selected the ACH Debit Authorization; and (c) pursue all legally available means to collect what you owe us in the event we declare all amounts owed under this Agreement immediately due because you did not pay us, then you further authorize us and our agents to withdraw money from your Bank Account in the full amount due under this Agreement, if you have selected the ACH Debit Authorization. By choosing anyone of more of these, we do not give up our right to use another way to collect the money you owe us later. We may decide not to use any of the ways described above to get back the money that you owe us. If so, we do not give up our right to consider what you said you would do to make payment(s) and, if you fail to make those payment(s), we will consider you to be, in Default.

**CREDIT REPORTING:** We may report information about your Loan to credit bureaus. Late payments, missed payments, or other things you do may be reflected on your credit report.

**RIGHT TO CANCEL:** YOU MAY CANCEL THIS LOAN, WITHOUT COST TO YOU OR FURTHER OBLIGATION TO US, BY TELEPHONING TOLL-FREE 888-645-4171 BY 5:00 P.M. PACIFIC TIME ON THE FIRST BANKING DAY AFTER THE EFFECTIVE DATE. YOU CAN CANCEL ONLY IF YOU SEND US BACK THE MONEY FROM THE LOAN WE PUT IN YOUR BANK ACCOUNT, RETURN THE LOAN PROCEEDS CHECK MAILED TO YOU OR WE ARE ABLE TO WITHDRAW THE AMOUNT OF YOUR LOAN FROM YOUR BANK ACCOUNT.

**BORROWER'S BANK CHARGES:** You will not hold us or our agents responsible for any fees you must pay as a result of any check or withdrawal request being presented at your bank in connection with this Agreement.

#### **DISPUTE RESOLUTION PROCEDURES**

**PLEASE READ THE FOLLOWING PROVISIONS CAREFULLY.**

Any dispute you have with us under this Agreement will be resolved in accordance with the La Posta Band of Mission Indians' Borrower Dispute Resolution procedures.

You acknowledge and agree that by entering into this Agreement:

**(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**

**(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE AND DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.**

**Tribal Dispute Resolution Procedures.** If you have a question or grievance concerning your loan or any aspect of this Agreement, you must first contact us by telephone at [888-645-4171](tel:888-645-4171), or in writing at the address on the first page of this Agreement. We will make our best effort to answer your question and/or resolve your grievance. If you are dissatisfied with our response, you must submit a written claim to the Tribal Lending Regulatory Authority, 8 Crestwood Road, Boulevard, California 91905. The claim must be submitted within five (5) business days after you receive our response to your inquiry or grievance, and must describe the dispute along with the relief you are seeking. Claims will be processed by the La Posta Tribal Lending Regulatory Authority or its Claims Administrator in accordance with the La Posta Tribal Lending Regulatory Ordinance. Any party to a dispute that is not satisfied with the decision of the Tribal Lending Regulatory Authority or Claims Administrator may seek review of the decision by the Tribal Council of the La Posta Band of Mission Indians, whose decision will be final and not subject to further review except as provided below.

Any written claim that you file must comply with the procedural and substantive requirements of the laws of the La Posta Band of Mission Indians to be considered. Copies of applicable Tribal laws may be obtained by calling Customer Service at [888-645-4171](tel:888-645-4171).

**Appeal to Arbitration.** If you are not satisfied with a final decision of the Tribal Council of the La Posta Band of Mission Indians regarding your claim, you may appeal the decision into arbitration. You shall have the right to select any of the following arbitration organizations to administer the appeal: the American Arbitration Association (1-800-778-7879) <http://www.jamsadr.org>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; or an arbitration organization agreed upon between us. The appeal will be governed by the chosen arbitration organization's rules and procedures applicable to consumer disputes, to the extent that those rules and procedures do not contradict either the law of the La Posta Band of Mission Indians or the express terms of this Agreement

**Sovereign Immunity.** The La Posta Band of Mission Indians is a federally recognized Indian tribe that, along with its governmental departments and agencies and economic enterprises, possesses sovereign immunity from unconsented suit. This means that no legal action may be brought against the Tribe in general, or the La Posta Tribal Lending Enterprise in particular, without the consent of the La Posta Band of Mission Indians. The Tribe has waived the sovereign immunity of the La Posta Tribal Lending Enterprise only for the limited purpose of allowing Claims regarding customer Disputes to be brought against us using the procedures



described above and in the Regulations of the La Posta Tribal Lending Regulatory Authority, and not for any other purpose or procedure. This limited waiver of sovereign immunity is intended only to benefit customers of the La Posta Tribal Lending Enterprise and no other person or entity, and it limits the relief that may be obtained as a result of any Claim to unobligated assets of the La Posta Tribal Lending Enterprise.

**Other Provisions.** The Dispute Resolution provisions in this Agreement will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. The Dispute Resolution provisions in this Agreement are intended to benefit and be binding upon you, your heirs, successors and assigns. They also benefit and are binding upon us, our successors and assigns, and related third parties. The Dispute Resolution provisions in this Agreement shall continue in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Dispute Resolution provisions shall survive any termination, amendment, expiration, or performance of any transaction between you and us and continue in full force and effect unless you and we otherwise agree in writing. If any component of these Dispute Resolution provisions is held invalid, the remainder of the provisions shall remain in effect.

**GOVERNING LAW.** This Agreement is governed by the federal law and the laws of the La Posta Band of Mission Indians.

**TELEPHONE CALLS.** You hereby agree that in the event we need to contact you to discuss your account or the repayment of your Loan, we may call you at any number, including any cell phone number you have provided, and that we may leave an autodialed or prerecorded message or use other technology (including, but not limited to, SMS messaging or other text messaging) to contact or to communicate with you.

**VERIFICATION.** You authorize us to verify all of the information you have provided in obtaining approval of this Loan.

**Communication:** We may contact you via e-mail, text message, phone, or postal mail for account status information such as due date reminders, past-due notices, and collection efforts.

Additionally, we may contact you on occasion to notify you of special offers regarding our products and services, as well as offers from our partners regarding different financial products. You may opt out of receiving these communications by calling [1-888-797-6064](tel:1-888-797-6064).

***By electronically signing this Agreement*** you certify that the information given in connection with this Agreement is true and correct. You authorize us to verify the information given in connection with this Agreement, and you give us consent to obtain information about you from a consumer reporting agency or other sources. ***You acknowledge, represent and warrant that (a) you have read, understand, and agree to all of the terms and conditions of this Agreement, including the disclosures and the Dispute Resolution provisions, (b) this Agreement contains all of the terms of the agreement between you and us and that no representations or promises***

*other than those contained in this Agreement have been made (c) you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement, you have selected the ACH Debit Authorization, (d) you are not a debtor under any proceeding in Bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code, (e) this Agreement was filled in before you signed it, and (f) you have the ability to print or retain a completed copy of this Agreement. You further acknowledge that we may withhold funding of your loan until we check to make sure all the information you gave us your application is true and we decide whether you meet our requirements to receive the Loan.*

By electronically signing this Agreement, you authorize us to verify all of the information that you have provided us, including past and/or current information. If there is any missing or erroneous information in or with your loan application regarding your Bank Account (including without limitation your bank, bank routing number per account number), then you authorize us to verify and correct such information. You agree that your ACH Authorization is subject to our approving this Agreement.

By electronically signing this Agreement, you authorize us to effect ACH debit and credit entries for this loan, and also agree to the ACH Authorizations set forth in this Agreement. You acknowledge and agree that this ACH Authorization to Debit Bank Account inures to the benefit of the La Posta Tribal Lending Enterprise, its affiliates, agents, employees, successors, and registered assigns.

By: La Posta Tribal Lending Enterprise

Please enter your name as it appears on the loan document (MILAYA PAGGETT). This is your digital signature and verifies that you agree to and accept the above terms.

<u>MILAYA PAGGETT</u>	<u>04/02/2019</u>
Borrower	Date

# **ATTACHMENT B**

## CONSUMER LOAN AGREEMENT

Loan Number: 20250385

La Posta Tribal Lending Enterprise  
 8 Crestwood Road  
 Boulevard, CA 91905

**BORROWER'S INFORMATION:**

**Lender:** La Posta Tribal Lending Enterprise    **Borrower's Name:**  
 MILAYA PAGGETT

**Origination Date:** 04/13/2019    **Borrower's ID:**  
 This is the date you signed and submitted this loan agreement to the Lender    REDACTED

**Effective Date:** 04/15/2019    **Borrower's Address:**  
 The date you begin to pay interest on the loan.    REDACTED

**Final Payment Due Date:**    **Borrower's Bank and Account Number for ACH Transfers (the "Bank Account")**  
 04/30/2019    REDACTED

This loan Agreement (the "Agreement") is subject to the laws and jurisdiction of the **La Posta Band of Mission Indians**. In this Agreement, "you" and "your" refer to the Borrower identified above. "We", "us", "our", and "Lender" refer to **La Posta Tribal Lending Enterprise**, a lender authorized to do business under the laws of the La Posta Band of Mission Indians. "Loan" means this consumer loan. By executing this Agreement, you hereby acknowledge and consent to be bound to the terms of this Agreement; consent to the subject matter and personal jurisdiction of the **La Posta Band of Mission Indians**, and further agree that no state law or regulations will apply to this Agreement, its enforcement or interpretation.

**TRUTH IN LENDING DISCLOSURES:** The disclosures below are provided to you so that you may compare the cost of this loan to other loan products you might obtain. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state law to us, to the loan, or this Agreement.

**TRUTH-IN-LENDING DISCLOSURE**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to you or on your behalf	<b>Total Payments</b> The amount you will have paid after you have made all payments as scheduled
1067.08%	\$233.88	\$500.00	\$733.88

**PREPAYMENT:** If you pay off the Loan early, you will not have to pay a penalty

**SECURITY INTEREST:** Your ACH authorization is security for this loan.

See the Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment penalties.

Number of Payments	Principal and Interest	Service Fee	Total Payment	Payment Due
1	\$508.88	\$225.00	\$733.88	04/30/2019

**Itemization of Amount Financed:**

Amount given to you directly (not to exceed \$5,000.00): \$500.00

**PROMISE TO PAY:** You promise to pay to the order of Lender or any registered assignee of this Agreement the principal sum of \$500.00 plus interest and fees of \$233.88.

**DISCLOSURE OF FEE AS FINANCE CHARGE:** Although the fee that we charge you is not interest, the Federal Truth in Lending Act requires that it be included in the finance charge calculation for your loan. For example, on a loan made today in the amount of \$300.00, payable in 14 days with interest of 36% per annum and a fee of \$105, the Annual Percentage Rate of the finance Charge disclosed by the lender will be 948.48%.

**PAYMENTS:** You promise to pay the amount of the Total of Payments shown above on or before the Payment Due Date. If you have chosen the ACH Debit Authorization option, we will initiate an ACH Debit Entry as provided below. In addition, you agree that we cannot make and have not made the Loan contingent upon your obtaining any other product or service from us or anyone else.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your Loan application. You give us consent to obtain information about you from a consumer reporting agency or other sources. We reserve the right to withhold funding of this Loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

**ACH AUTHORIZATION TO CREDIT BANK ACCOUNT:** Unless the proceeds of this Agreement are applied to any outstanding loan balance that you may owe to us, you authorize us and our agents to initiate an Automated Clearing House ("ACH") credit entry to your Bank Account to disburse the proceeds of this Loan.

**ACH AUTHORIZATION TO DEBIT BANK ACCOUNT:** Unless you chose to mail to us a check or money order as payment for this Loan, you authorize us, and our agents, successors, employees, and registered assigns to withdraw money from your Bank Account for each payment you owe us, including any returned payment charges and the total amount you owe if you do not pay us when you agreed in this Agreement. You agree we can withdraw money from your Bank Account (called an "ACH Debit Entry") on each scheduled payment date shown on the Payment Schedule above. This right to withdraw money from your Bank Account will remain in full force until the earlier of the following occurs: (i) you pay us everything that you owe us under this Agreement or (ii) you tell us or the institution holding your Bank Account (the "Paying Bank") that we can no longer withdraw money from your Bank Account in enough time

to let the Paying Bank or us stop taking the money out of your Bank Account. You acknowledge and agree that this ACH Authorization to Debit Bank Account inures to the benefit of La Posta Tribal Lending Enterprise, its affiliates, agents, employees, successors, and registered assigns.

**NOTICE: NO BORROWER MAY HAVE OUTSTANDING MORE THAN THREE ELECTRONIC DEBIT GUARANTEES AT ANY ONE TIME.**

**TERMINATING ACH DEBIT AUTHORIZATION:**The ACH debit authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Agreement or (ii) you tell us or the Paying Bank that we can no longer withdraw money from your Bank Account in enough time to let the Paying Bank or us stop taking the money out of your Bank Account. Terminating your ACH authorization does not relieve you of your obligation to pay your Loan in full.

**REMOTELY CREATED CHECK AUTHORIZATION:**If you terminate any previous ACH Debit Authorization you provided to us or we do not receive a payment by the Payment Due Date, you authorize us and our agents, successors and assigns to create and submit remotely created checks for payment to us in the amount of each payment owing under this Agreement, including any returned payment charges or other amounts owing to us upon acceleration of this Loan as a result of your Default. Your typed signature below shall constitute your authorization to us to authenticate remotely created checks, which are also known as demand drafts, telechecks, preauthorized drafts, or paper drafts. If you believe we charged your Bank Account in a manner not contemplated by this authorization, then please contact us. You authorize us to vary the amount of any preauthorized payment by remotely created check as needed to repay installments and any other payments due under this Agreement.

**CHECK CONVERSION NOTIFICATION:**When you provide a check as payment, you agree we can either use information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For questions, please call our customer service phone number: [888-645-4171](tel:888-645-4171).

**PAYMENT APPLICATION:**Lender will apply your payments in the following order: (1) to any fees due, (2) to earned but unpaid interest, and (3) to principal amounts outstanding.

**SECURITY INTEREST DISCLOSURE:**To the extent that your agreement to have us withdraw money from your Bank Account is deemed a security interest under the laws of the La Posta Band of Mission Indians, you hereby grant to us a security interest in such withdrawal authorization using the ACH system.

**PREPAYMENT:**You may prepay all or part of the amount you owe us at any time without penalty.

**REFINANCE POLICY:**Unless otherwise notified, your account will be debited the minimum amount due to refinance this loan for another term.

**RETURNED PAYMENT FEE:** If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$25.00. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this fee, if you have also select the ACH Debit authorization. Your financial institution may also impose a fee.

**DEFAULT:** You will have broken the promise you made to us in this Agreement (each a "Default") if: (a) you provide false or misleading information about yourself, your employment, or your financial condition prior to entering into this Agreement, (b) if you fail to make a payment by the due date or if your payment is returned to us for any reason, or (c) if you file bankruptcy or become a debtor under the Federal Bankruptcy Laws.

**CONSEQUENCES OF DEFAULT:** Should you not do the things you agreed to under this Agreement, we may, at our option, do any one or more of the following things: (a) require you to immediately pay us everything you owe us; (b) withdraw money from your Bank Account that was not available when we tried to withdraw it at an earlier time, if you have selected the ACH Debit Authorization; and (c) pursue all legally available means to collect what you owe us in the event we declare all amounts owed under this Agreement immediately due because you did not pay us, then you further authorize us and our agents to withdraw money from your Bank Account in the full amount due under this Agreement, if you have selected the ACH Debit Authorization. By choosing anyone of more of these, we do not give up our right to use another way to collect the money you owe us later. We may decide not to use any of the ways described above to get back the money that you owe us. If so, we do not give up our right to consider what you said you would do to make payment(s) and, if you fail to make those payment(s), we will consider you to be, in Default.

**CREDIT REPORTING:** We may report information about your Loan to credit bureaus. Late payments, missed payments, or other things you do may be reflected on your credit report.

**RIGHT TO CANCEL:** YOU MAY CANCEL THIS LOAN, WITHOUT COST TO YOU OR FURTHER OBLIGATION TO US, BY TELEPHONING TOLL-FREE 888-645-4171 BY 5:00 P.M. PACIFIC TIME ON THE FIRST BANKING DAY AFTER THE EFFECTIVE DATE. YOU CAN CANCEL ONLY IF YOU SEND US BACK THE MONEY FROM THE LOAN WE PUT IN YOUR BANK ACCOUNT, RETURN THE LOAN PROCEEDS CHECK MAILED TO YOU OR WE ARE ABLE TO WITHDRAW THE AMOUNT OF YOUR LOAN FROM YOUR BANK ACCOUNT.

**BORROWER'S BANK CHARGES:** You will not hold us or our agents responsible for any fees you must pay as a result of any check or withdrawal request being presented at your bank in connection with this Agreement.

#### **DISPUTE RESOLUTION PROCEDURES**

**PLEASE READ THE FOLLOWING PROVISIONS CAREFULLY.**



Any dispute you have with us under this Agreement will be resolved in accordance with the La Posta Band of Mission Indians' Borrower Dispute Resolution procedures.

You acknowledge and agree that by entering into this Agreement:

**(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**

**(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE AND DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.**

**Tribal Dispute Resolution Procedures.** If you have a question or grievance concerning your loan or any aspect of this Agreement, you must first contact us by telephone at [888-645-4171](tel:888-645-4171), or in writing at the address on the first page of this Agreement. We will make our best effort to answer your question and/or resolve your grievance. If you are dissatisfied with our response, you must submit a written claim to the Tribal Lending Regulatory Authority, 8 Crestwood Road, Boulevard, California 91905. The claim must be submitted within five (5) business days after you receive our response to your inquiry or grievance, and must describe the dispute along with the relief you are seeking. Claims will be processed by the La Posta Tribal Lending Regulatory Authority or its Claims Administrator in accordance with the La Posta Tribal Lending Regulatory Ordinance. Any party to a dispute that is not satisfied with the decision of the Tribal Lending Regulatory Authority or Claims Administrator may seek review of the decision by the Tribal Council of the La Posta Band of Mission Indians, whose decision will be final and not subject to further review except as provided below.

Any written claim that you file must comply with the procedural and substantive requirements of the laws of the La Posta Band of Mission Indians to be considered. Copies of applicable Tribal laws may be obtained by calling Customer Service at [888-645-4171](tel:888-645-4171).

**Appeal to Arbitration.** If you are not satisfied with a final decision of the Tribal Council of the La Posta Band of Mission Indians regarding your claim, you may appeal the decision into arbitration. You shall have the right to select any of the following arbitration organizations to administer the appeal: the American Arbitration Association (1-800-778-7879) <http://www.jamsadr.org>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; or an arbitration organization agreed upon between us. The appeal will be governed by the chosen arbitration organization's rules and procedures applicable to consumer disputes, to the extent that those rules and procedures do not contradict either the law of the La Posta Band of Mission Indians or the express terms of this Agreement

**Sovereign Immunity.** The La Posta Band of Mission Indians is a federally recognized Indian tribe that, along with its governmental departments and agencies and economic enterprises, possesses sovereign immunity from unconsented suit. This means that no legal action may be brought against the Tribe in general, or the La Posta Tribal Lending Enterprise in particular, without the consent of the La Posta Band of Mission Indians. The Tribe has waived the sovereign immunity of the La Posta Tribal Lending Enterprise only for the limited purpose of allowing Claims regarding customer Disputes to be brought against us using the procedures



described above and in the Regulations of the La Posta Tribal Lending Regulatory Authority, and not for any other purpose or procedure. This limited waiver of sovereign immunity is intended only to benefit customers of the La Posta Tribal Lending Enterprise and no other person or entity, and it limits the relief that may be obtained as a result of any Claim to unobligated assets of the La Posta Tribal Lending Enterprise.

**Other Provisions.** The Dispute Resolution provisions in this Agreement will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. The Dispute Resolution provisions in this Agreement are intended to benefit and be binding upon you, your heirs, successors and assigns. They also benefit and are binding upon us, our successors and assigns, and related third parties. The Dispute Resolution provisions in this Agreement shall continue in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Dispute Resolution provisions shall survive any termination, amendment, expiration, or performance of any transaction between you and us and continue in full force and effect unless you and we otherwise agree in writing. If any component of these Dispute Resolution provisions is held invalid, the remainder of the provisions shall remain in effect.

**GOVERNING LAW.** This Agreement is governed by the federal law and the laws of the La Posta Band of Mission Indians.

**TELEPHONE CALLS.** You hereby agree that in the event we need to contact you to discuss your account or the repayment of your Loan, we may call you at any number, including any cell phone number you have provided, and that we may leave an autodialed or prerecorded message or use other technology (including, but not limited to, SMS messaging or other text messaging) to contact or to communicate with you.

**VERIFICATION.** You authorize us to verify all of the information you have provided in obtaining approval of this Loan.

**Communication:** We may contact you via e-mail, text message, phone, or postal mail for account status information such as due date reminders, past-due notices, and collection efforts.

Additionally, we may contact you on occasion to notify you of special offers regarding our products and services, as well as offers from our partners regarding different financial products. You may opt out of receiving these communications by calling [1-888-797-6064](tel:1-888-797-6064).

***By electronically signing this Agreement*** you certify that the information given in connection with this Agreement is true and correct. You authorize us to verify the information given in connection with this Agreement, and you give us consent to obtain information about you from a consumer reporting agency or other sources. ***You acknowledge, represent and warrant that (a) you have read, understand, and agree to all of the terms and conditions of this Agreement, including the disclosures and the Dispute Resolution provisions, (b) this Agreement contains all of the terms of the agreement between you and us and that no representations or promises***

*other than those contained in this Agreement have been made (c) you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement, you have selected the ACH Debit Authorization, (d) you are not a debtor under any proceeding in Bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code, (e) this Agreement was filled in before you signed it, and (f) you have the ability to print or retain a completed copy of this Agreement. You further acknowledge that we may withhold funding of your loan until we check to make sure all the information you gave us your application is true and we decide whether you meet our requirements to receive the Loan.*

By electronically signing this Agreement, you authorize us to verify all of the information that you have provided us, including past and/or current information. If there is any missing or erroneous information in or with your loan application regarding your Bank Account (including without limitation your bank, bank routing number per account number), then you authorize us to verify and correct such information. You agree that your ACH Authorization is subject to our approving this Agreement.

By electronically signing this Agreement, you authorize us to effect ACH debit and credit entries for this loan, and also agree to the ACH Authorizations set forth in this Agreement. You acknowledge and agree that this ACH Authorization to Debit Bank Account inures to the benefit of the La Posta Tribal Lending Enterprise, its affiliates, agents, employees, successors, and registered assigns.

By: La Posta Tribal Lending Enterprise

Please enter your name as it appears on the loan document (MILAYA PAGGETT). This is your digital signature and verifies that you agree to and accept the above terms.

<u>MILAYA PAGGETT</u>	<u>04/13/2019</u>
Borrower	Date

# **ATTACHMENT C**

**From:** [Christian Rogers](#)  
**To:** [Jenkins, Rufus](#)  
**Subject:** Fwd: Harvest Moon Loans - Complete Request  
**Date:** Saturday, February 1, 2020 4:49:24 PM

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----- Forwarded message -----

From: <[admin@decisionlogic.net](mailto:admin@decisionlogic.net)>  
Date: Fri, Dec 6, 2019 at 3:59 PM  
Subject: Harvest Moon Loans - Complete Request  
To: <[REDACTED]>

## Harvest Moon Loans

Dear CHRISTIAN ROGERS,

Thank you for your interest in Harvest Moon Loans. In order to expedite the loan decision process, we invite you to verify your bank account information electronically.

Please click this link to continue: <https://www.decisionlogic.com/YS445G>

Why should I verify my banking information electronically?

- **Higher Approval Rate:** For many customers, account verification will increase chance of approval.
- **Faster Turnaround:** Account verification will help us make an approval decision more quickly.
- **More Convenient:** There's no need to go searching for bank statements or paystubs, and you won't need to find a fax machine.

This verification service is provided to you by a Harvest Moon Loans trusted partner, DecisionLogic. The process is safe and secure, click on this link to learn more about security: <http://www.decisionlogic.com/security.aspx>.

Thank you for your business!

Harvest Moon Loans

This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify the sender immediately and delete this copy from your system. Thank you for your cooperation.

# **ATTACHMENT D**

From: [Rachel Hayes](#)  
 To: [Jenkins, Rufus](#)  
 Subject: Fwd: HARVEST MOONS LOANS  
 Date: Thursday, May 30, 2019 12:09:07 PM

Greetings,

This is the email with the contract I signed that came directly from Harvest Moons on May 1 2019.

----- Forwarded message -----

From: **HARVEST MOON LOANS** <[harvestmoonloansfund@gmail.com](mailto:harvestmoonloansfund@gmail.com)>  
 Date: Wed, May 1, 2019, 4:21 PM  
 Subject: HARVEST MOONS LOANS  
 To: **Redacted**

#### CONSUMER LOAN AGREEMENT

**CONSUMER LOAN AGREEMENT**  
**La Posta Tribal Lending Enterprise**  
 8 Crestwood Road, Boulevard, CA 91905  
 Tel.: 1-877-218-7437 e-mail: [CustomerService@HarvestMoonLoans.com](mailto:CustomerService@HarvestMoonLoans.com)  
**Truth-in-Lending Disclosure and Loan Agreement**

**Loan Number: 13586297**

#### BORROWER'S INFORMATION:

**Lender: La Posta Tribal Lending Enterprise**

**Borrower's Name:**  
 RACHEL DAURORA

**Origination Date: 11/13/2018**

This is the date you signed and submitted this loan agreement to the Lender

**Borrower's ID:**  
 Redacted

**Effective Date: 11/14/2018**

The date you begin to pay interest on the loan.

**Borrower's Address:**  
 Redacted

**Final Payment Due Date:**

11/28/2018

**Borrower's Bank and Account Number for ACH Transfers (the "Bank Account")**  
 Redacted

This loan Agreement (the "Agreement") is subject to the laws and jurisdiction of the **La Posta Band of Mission Indians**. In this Agreement, "you" and "your" refer to the Borrower identified above. "We", "us", "our", and "Lender" refer to **La Posta Tribal Lending Enterprise**, a lender authorized to do business under the laws of the La Posta Band of Mission Indians. "Loan" means this consumer loan. By executing this Agreement, you hereby acknowledge and consent to be bound to the terms of this Agreement; consent to the subject matter and personal jurisdiction of the **La Posta Band of Mission Indians**, and further agree that no state law or regulations will apply to this Agreement, its enforcement or interpretation.

**TRUTH IN LENDING DISCLOSURES:** The disclosures below are provided to you so that you may compare the cost of this loan to other loan products you might obtain. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state law to us, to the loan, or this Agreement.

#### TRUTH-IN-LENDING DISCLOSURE

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to your or on your behalf	<b>Total Payments</b> The amount you will have paid after you have made all payments as scheduled	
<b>1130.92%</b>	<b>\$116.19</b>	<b>\$250.00</b>	<b>\$366.19</b>	
PREPAYMENT: If you pay off the Loan early, you will not have to pay a penalty.				
SECURITY INTEREST: Your ACH authorization is security for this loan.				
See the Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment penalties.				
Number of Payments	Principal and Interest	Service Fee	Total Payment	Payment Due
1	\$253.69	\$112.50	\$366.19	11/28/2018

**Itemization of Amount Financed:**

Amount given to you directly (not to exceed \$5,000.00): \$250.00

**PROMISE TO PAY:** You promise to pay to the order of Lender or any registered assignee of this Agreement the principal sum of \$250.00 plus interest and fees of \$116.19.

**DISCLOSURE OF FEE AS FINANCE CHARGE:** Although the fee that we charge you is not interest, the Federal Truth in Lending Act requires that it be included in the finance charge calculation for your loan. For example, on a loan made today in the amount of \$300.00, payable in 14 days with interest of 36% per annum and a fee of \$105, the Annual Percentage Rate of the finance Charge disclosed by the lender will be 948.48%.

**PAYMENTS:** You promise to pay the amount of the Total of Payments shown above on or before the Payment Due Date. If you have chosen the ACH Debit Authorization option, we will initiate an ACH Debit Entry as provided below. In addition, you agree that we cannot make and have not made the Loan contingent upon your obtaining any other product or service from us or anyone else.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your Loan application. You give us consent to obtain information about you from a consumer reporting agency or other sources. We reserve the right to withhold funding of this Loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

**ACH AUTHORIZATION TO CREDIT BANK ACCOUNT:** Unless the proceeds of this Agreement are applied to any outstanding loan balance that you may owe to us, you authorize us and our agents to initiate an Automated Clearing House ("ACH") credit entry to your Bank Account to disburse the proceeds of this Loan.

**ACH AUTHORIZATION TO DEBIT BANK ACCOUNT:** Unless you chose to mail to us a check or money order as payment for this Loan, you authorize us, and our agents, successors, employees, and registered assigns to withdraw money from your Bank Account for each payment you owe us, including any returned payment charges and the total amount you owe if you do not pay us when you agreed in this Agreement. You agree we can withdraw money from your Bank Account (called an "ACH Debit Entry") on each scheduled payment date shown on the Payment Schedule above. This right to withdraw money from your Bank Account will remain in full force until the earlier of the following occurs: (i) you pay us everything that you owe us under this Agreement or (ii) you tell us or the institution holding your Bank Account (the "Paying Bank") that we can no longer withdraw money from your Bank Account in enough time to let the Paying Bank or us stop taking the money out of your Bank Account. You acknowledge and agree that this ACH Authorization to Debit Bank Account inures to the benefit of La Posta Tribal Lending Enterprise, its affiliates, agents, employees, successors, and registered assigns.

**NOTICE: NO BORROWER MAY HAVE OUTSTANDING MORE THAN THREE ELECTRONIC DEBIT GUARANTEES AT ANY ONE TIME.**

**TERMINATING ACH DEBIT AUTHORIZATION:** The ACH debit authorization will remain in full force and effect until the earlier of the following occurs: (i) you satisfy all of your payment obligations under this Agreement or (ii) you tell us or the Paying Bank that we can no longer withdraw money from your Bank Account in enough time to let the Paying Bank or us stop taking the money out of your Bank Account. Terminating your ACH authorization does not relieve you of your obligation to pay your Loan in full.

**REMOTELY CREATED CHECK AUTHORIZATION:** If you terminate any previous ACH Debit Authorization you provided to us or we do not receive a payment by the Payment Due Date, you authorize us and our agents, successors and assigns to create and submit remotely created checks for payment to us in the amount of each payment owing under this Agreement, including any returned payment charges or other amounts owing to us upon acceleration of this Loan as a result of your Default. Your typed signature below shall constitute your authorization to us to authenticate remotely created checks, which are also known as demand drafts, telechecks, preauthorized drafts, or paper drafts. If you believe we charged your Bank Account in a manner not contemplated by this authorization, then please contact us. You authorize us to vary the amount of any preauthorized payment by remotely created check as needed to repay installments and any other payments due under this Agreement.

**CHECK CONVERSION NOTIFICATION:** When you provide a check as payment, you agree we can either use information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For questions, please call our customer service phone number: 1-877-218-7437.

**PAYMENT APPLICATION:** Lender will apply your payments in the following order: (1) to any fees due, (2) to earned but unpaid interest, and (3) to principal amounts outstanding.

**SECURITY INTEREST DISCLOSURE:** To the extent that your agreement to have us withdraw money from your Bank Account is deemed a security interest under the laws of the La Posta Band of Mission Indians, you hereby grant to us a security interest in such withdrawal authorization using the ACH system.

**PREPAYMENT:** You may prepay all or part of the amount you owe us at any time without penalty.

**REFINANCE POLICY:** Unless otherwise notified, your account will be debited the minimum amount due to refinance this loan for another term.

**RETURNED PAYMENT FEE:** If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$25.00. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this fee, if you have also selected the ACH Debit authorization. Your financial institution may also impose a fee.

**DEFAULT:** You will have broken the promise you made to us in this Agreement (each a "Default") if: (a) you provide false or misleading information about yourself, your employment, or your financial condition prior to entering into this Agreement, (b) if you fail to make a payment by the due date or if your payment is returned to us for any reason, or (c) if you file bankruptcy or become a debtor under the Federal Bankruptcy Laws.

**CONSEQUENCES OF DEFAULT:** Should you not do the things you agreed to under this Agreement, we may, at our option, do any one or more of the following things: (a) require you to immediately pay us everything you owe us; (b) withdraw money from your Bank Account that was not available when we tried to withdraw it at an earlier time, if you have selected the ACH Debit Authorization; and (c) pursue all legally available means to collect what you owe us in the event we declare all amounts owed under this Agreement immediately due because you did not pay us, then you further authorize us and our agents to withdraw money from your Bank Account in the full amount due under this Agreement, if you have selected the ACH Debit Authorization. By choosing anyone of more of these, we do not give up our right to use another way to collect the money you owe us later. We may decide not to use any of the ways described above to get back the money that you owe us. If so, we do not give up our right to consider what you said you would do to make payment(s) and, if you fail to make those payment(s), we will consider you to be, in Default.

**CREDIT REPORTING:** We may report information about your Loan to credit bureaus. Late payments, missed payments, or other things you do may be reflected on your credit report.

**RIGHT TO CANCEL:** YOU MAY CANCEL THIS LOAN, WITHOUT COST TO YOU OR FURTHER OBLIGATION TO US, BY TELEPHONING TOLL-FREE 1-877-218-7437 BY 5:00 P.M. PACIFIC TIME ON THE FIRST BANKING DAY AFTER THE EFFECTIVE DATE. YOU CAN CANCEL ONLY IF YOU SEND US BACK THE MONEY FROM THE LOAN WE PUT IN YOUR BANK ACCOUNT, RETURN THE LOAN PROCEEDS CHECK MAILED TO YOU OR WE ARE ABLE TO WITHDRAW THE AMOUNT OF YOUR LOAN FROM YOUR BANK ACCOUNT.

**BORROWER'S BANK CHARGES:** You will not hold us or our agents responsible for any fees you must pay as a result of any check or withdrawal request being presented at your bank in connection with this Agreement.

#### **DISPUTE RESOLUTION PROCEDURES**

##### **PLEASE READ THE FOLLOWING PROVISIONS CAREFULLY.**

Any dispute you have with us under this Agreement will be resolved in accordance with the La Posta Band of Mission Indians' Borrower Dispute Resolution procedures.

You acknowledge and agree that by entering into this Agreement:

**(a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**

**(b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE AND DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.**

**Tribal Dispute Resolution Procedures.** If you have a question or grievance concerning your loan or any aspect of this Agreement, you must first contact us by telephone at 1-877-218-7437, or in writing at the address on the first page of this Agreement. We will make our best effort to answer your question and/or resolve your grievance. If you are dissatisfied with our response, you must submit a written claim to the Tribal Lending Regulatory Authority, 8 Crestwood Road, Boulevard, California 91905. The claim must be submitted within five (5) business days after you receive our response to your inquiry or grievance, and must describe the dispute along with the relief you are seeking. Claims will be processed by the La Posta Tribal Lending Regulatory Authority or its Claims Administrator in accordance with the La Posta Tribal Lending Regulatory Ordinance. Any party to a dispute that is not satisfied with the decision of the Tribal Lending Regulatory Authority or Claims Administrator may seek review of the decision by the Tribal Council of the La Posta Band of Mission Indians, whose decision will be final and not subject to further review except as provided below.

Any written claim that you file must comply with the procedural and substantive requirements of the laws of the La Posta Band of Mission Indians to be considered. Copies of applicable Tribal laws may be obtained by calling Customer Service at 1-877-218-7437.

**Appeal to Arbitration.** If you are not satisfied with a final decision of the Tribal Council of the La Posta Band of Mission Indians regarding your claim, you may appeal the decision into arbitration. You shall have the right to select any of the following arbitration organizations to administer the appeal: the American Arbitration Association (1-800-778-7879) <http://www.jamsadr.org>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; or an arbitration organization agreed upon between us. The appeal will be governed by the chosen arbitration organization's rules and procedures applicable to consumer disputes, to the extent that those rules and procedures do not contradict either the law of the La Posta Band of Mission Indians or the express terms of this Agreement.

**Sovereign Immunity.** The La Posta Band of Mission Indians is a federally recognized Indian tribe that, along with its governmental departments and agencies and economic enterprises, possesses sovereign immunity from unconsented suit. This means that no legal action may be brought against the Tribe in general, or the La Posta Tribal Lending Enterprise in particular, without the consent of the La Posta Band of Mission Indians. The Tribe has



waived the sovereign immunity of the La Posta Tribal Lending Enterprise only for the limited purpose of allowing Claims regarding customer Disputes to be brought against us using the procedures described above and in the Regulations of the La Posta Tribal Lending Regulatory Authority, and not for any other purpose or procedure. This limited waiver of sovereign immunity is intended only to benefit customers of the La Posta Tribal Lending Enterprise and no other person or entity, and it limits the relief that may be obtained as a result of any Claim to unobligated assets of the La Posta Tribal Lending Enterprise.

**Other Provisions.** The Dispute Resolution provisions in this Agreement will survive: (i) termination or changes in this Agreement, the Account, or the relationship between us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Note, or any amounts owed on my account, to any other person or entity. The Dispute Resolution provisions in this Agreement are intended to benefit and be binding upon you, your heirs, successors and assigns. They also benefit and are binding upon us, our successors and assigns, and related third parties. The Dispute Resolution provisions in this Agreement shall continue in full force and effect, even if your obligations have been paid or discharged through bankruptcy. The Dispute Resolution provisions shall survive any termination, amendment, expiration, or performance of any transaction between you and us and continue in full force and effect unless you and we otherwise agree in writing. If any component of these Dispute Resolution provisions is held invalid, the remainder of the provisions shall remain in effect.

**GOVERNING LAW.** This Agreement is governed by the federal law and the laws of the La Posta Band of Mission Indians.

**TELEPHONE CALLS.** You hereby agree that in the event we need to contact you to discuss your account or the repayment of your Loan, we may call you at any number, including any cell phone number you have provided, and that we may leave an autodialed or prerecorded message or use other technology (including, but not limited to, SMS messaging or other text messaging) to contact or to communicate with you.

**VERIFICATION.** You authorize us to verify all of the information you have provided in obtaining approval of this Loan.

**Communication:** We may contact you via e-mail, text message, phone, or postal mail for account status information such as due date reminders, past-due notices, and collection efforts.

Additionally, we may contact you on occasion to notify you of special offers regarding our products and services, as well as offers from our partners regarding different financial products. You may opt out of receiving these communications by calling 1-888-797-6064.

**By electronically signing this Agreement** you certify that the information given in connection with this Agreement is true and correct. You authorize us to verify the information given in connection with this Agreement, and you give us consent to obtain information about you from a consumer reporting agency or other sources. ***You acknowledge, represent and warrant that (a) you have read, understand, and agree to all of the terms and conditions of this Agreement, including the disclosures and the Dispute Resolution provisions, (b) this Agreement contains all of the terms of the agreement between you and us and that no representations or promises other than those contained in this Agreement have been made (c) you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement, you have selected the ACH Debit Authorization, (d) you are not a debtor under any proceeding in Bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code, (e) this Agreement was filled in before you signed it, and (f) you have the ability to print or retain a completed copy of this Agreement. You further acknowledge that we may withhold funding of your loan until we check to make sure all the information you gave us your application is true and we decide whether you meet our requirements to receive the Loan.***

By electronically signing this Agreement, you authorize us to verify all of the information that you have provided us, including past and/or current information. If there is any missing or erroneous information in or with your loan application regarding your Bank Account (including without limitation your bank, bank routing number per account number), then you authorize us to verify and correct such information. You agree that your ACH Authorization is subject to our approving this Agreement.

By electronically signing this Agreement, you authorize us to effect ACH debit and credit entries for this loan, and also agree to the ACH Authorizations set forth in this Agreement. You acknowledge and agree that this ACH Authorization to Debit Bank Account inures to the benefit of the La Posta Tribal Lending Enterprise, its affiliates, agents, employees, successors, and registered assigns.

By: La Posta Tribal Lending Enterprise

Please enter your name as it appears on the loan document (RACHEL DAURORA). This is your digital signature and verifies that you agree to and accept the above terms.

Redacted \_\_\_\_\_ 11/13/2018  
Borrower \_\_\_\_\_ Date

**CONTRATO DE PRÉSTAMO AL CONSUMIDOR**  
**Número de préstamo: 13586297**

**La Posta Tribal Lending Enterprise**  
**8 Crestwood Road**  
**Boulevard, CA 91905**

**INFORMACIÓN DEL PRESTATARIO:**

<b>Lender: La Posta Tribal Lending Enterprise</b>  <b>Fecha de emisión: 11/13/2018</b> Esta es la fecha en que firmó y presentó este contrato de préstamo al Prestamista  <b>Fecha de Vigencia: 11/14/2018</b> Fecha en que comienza a pagar intereses sobre el préstamo.  <b>Fecha de vencimiento del pago final:</b>  11/28/2018	<b>Nombre del Prestatario:</b>  RACHEL DAURORA  <b>Identificación del Prestatario:</b> Redacted  <b>Domicilio del Prestatario:</b> Redact  <b>Banco y Número de Cuenta del Prestatario para Transferencias ACH (la "Cuenta Bancaria")</b> Redacted
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Este Contrato de préstamo (el "Contrato") está sujeto a las leyes y la jurisdicción de **La Posta Band of Mission Indians**. En este Contrato, los términos "usted" y "su" se refieren al Prestatario identificado arriba. Los términos "nosotros", "nos", "nuestro" y "Prestamista" se refieren a **La Posta Tribal Lending Enterprise**, prestamista autorizado para desarrollar actividades comerciales de conformidad con las leyes de La Posta Band of Mission Indians. El término "Préstamo" se refiere a este préstamo al consumidor. Con la firma de este Contrato, por la presente usted acepta y consiente en obligarse por los términos y condiciones de este Contrato, consiente a la jurisdicción de **La Posta Band of Mission Indians** respecto a su competencia material y sobre la persona y acepta, asimismo, que ninguna ley o reglamentación estatal se aplicará a este Contrato, su cumplimiento o interpretación.

**DECLARACIÓN INFORMATIVA SOBRE VERACIDAD EN LOS PRÉSTAMOS:** Las siguientes declaraciones informativas se brindan para que usted pueda comparar el costo de este préstamo con otros productos crediticios que podría obtener. La inclusión por nuestra parte de estas declaraciones no significa que nosotros, o algún titular subsiguiente de este Contrato, otorguemos nuestro consentimiento a la aplicación de las leyes del estado sobre nosotros, el préstamo o este Contrato.

**DECLARACIÓN INFORMATIVA SOBRE VERACIDAD EN LOS PRÉSTAMOS**

<b>TASA PORCENTUAL ANUAL</b> Costo del crédito como una tasa anual  <b>1130.92%</b>	<b>CARGO POR FINANCIAMIENTO</b> Suma en dinero que le costará el crédito  <b>\$116.19</b>	<b>Cantidad Financiada</b> Suma del crédito entregada a usted o en su nombre  <b>\$250.00</b>	<b>Total de Pagos</b> Suma que habrá pagado después de efectuar todos los pagos programados  <b>\$366.19</b>	
<p>PAGO ANTICIPADO: Si usted paga por completo el Préstamo por anticipado no deberá pagar una penalidad.</p> <p>INTERÉS DE GARANTÍA: Su Autorización de la ACH es la garantía de este préstamo.</p> <p>Vea en el Contrato de Préstamo información adicional acerca de falta de pago, incumplimiento, reintegro íntegro requerido antes de la fecha programada y penalidades por pago anticipado.</p>				
Number of Payments	Principal and Interest	Service Fee	Total Payment	Payment Due
1	\$253.69	\$112.50	\$366.19	11/28/2018

**Detalle de la Cantidad Financiada:**

Suma entregada directamente a usted (no puede exceder \$5,000.00): \$250.00

**PROMESA DE PAGO:** Usted se compromete a pagar a la orden del Prestamista, o de un cesionario registrado de este Contrato, la suma de capital de \$250.00 con más los intereses y cargos de \$116.19.

**DECLARACIÓN INFORMATIVA DE CUOTA COMO CARGO EN CONCEPTO DE FINANCIAMIENTO:** Pese a que el cargo que le cobramos no es en concepto de intereses, la Ley Federal de Veracidad en los Préstamos exige que se incluya en el cálculo de los

cargos por financiamiento de su préstamo. Por ejemplo, para un préstamo otorgado hoy por la suma de \$300.00, pagadero en 14 días con 36% de interés anual y una cuota de \$105, la Tasa Porcentual Anual del Cargo por financiamiento declarado por el prestamista será de 948.48%.

**PAGOS:** Usted promete pagar la suma correspondiente al Total de Pagos indicada arriba en la Fecha de Vencimiento de Pago o antes de ese día. Si eligió la opción de Autorización de Débito ACH, iniciaremos un Asiento de Débito ACH como se indica abajo. Además, usted acepta que nosotros no podremos supeditar el Préstamo a que usted obtenga algún otro producto o servicio de nosotros o de un tercero y que no hemos supeditado el Préstamo a eso.

**VERIFICACIÓN:** Usted nos autoriza a verificar la información que nos proporciona en relación con su solicitud de Préstamo. Usted nos otorga su consentimiento para que obtengamos información sobre usted de una agencia de informes crediticios al consumidor u otras fuentes. Nos reservamos el derecho de retener la entrega de fondos de este Préstamo, en cualquier momento antes de su desembolso, para permitirnos verificar la información que usted nos proporcionó.

**AUTORIZACIÓN DE ACH PARA ABONAR EN LA CUENTA BANCARIA:** A menos que los productos de este Contrato se apliquen al saldo de un préstamo pendiente que usted podría adeudarnos, usted nos autoriza y autoriza a nuestros agentes a iniciar un asiento de crédito de la Cámara de Compensación Automática ("ACH", por sus siglas en inglés) a su Cuenta Bancaria para desembolsar los recursos de este Préstamo.

**AUTORIZACIÓN DE ACH PARA DEBITAR LA CUENTA BANCARIA:** A menos que usted decida enviarnos por correo un cheque o giro postal por concepto de pago por este Préstamo, usted nos autoriza y autoriza a nuestros agentes, sucesores, empleados y cesionarios registrados, a retirar dinero de su Cuenta Bancaria para cada pago que nos adeuda, incluidos todos los cargos por pagos devueltos y la suma total que nos adeuda si usted no nos paga cuando lo acordó en este Contrato. Usted acepta que podremos retirar dinero de su Cuenta Bancaria (denominado "Asiento de Débito ACH") en cada fecha de pago programada indicada en el Programa de Pagos arriba. Este derecho a retirar dinero de su Cuenta Bancaria se mantendrá en pleno efecto hasta lo que ocurra primero de los siguientes: (i) usted nos pague el total de lo que nos adeuda en virtud de este Contrato o (ii) usted nos indica o indica a la institución que administra su Cuenta Bancaria (el "Banco Pagador") que nosotros ya no podremos retirar dinero de su Cuenta Bancaria con tiempo suficiente para permitir que el Banco Pagador o nosotros dejemos de retirar el dinero de su Cuenta Bancaria. Usted reconoce y acuerda que esa Autorización de ACH para Debitar la Cuenta Bancaria redundará en el beneficio de La Posta Tribal Lending Enterprise, sus afiliadas, agentes, empleados, sucesores y cesionarios registrados.

**AVISO: NINGÚN PRESTATARIO PUEDE TENER PENDIENTES DE PAGO MÁS DE TRES DÉBITOS GARANTIZADOS ELECTRÓNICOS EN NINGÚN MOMENTO DADO.**

**REVOCACIÓN DE LA AUTORIZACIÓN DE DÉBITO DE ACH :** La autorización de débito de ACH se mantendrá con plena vigencia y efecto hasta lo que ocurra primero de los siguientes: (i) usted satisface todas sus obligaciones de pago en virtud de este Contrato o (ii) usted nos indica o indica al Banco Pagador que nosotros ya no podremos retirar dinero de su Cuenta Bancaria con tiempo suficiente para permitir que el Banco Pagador o nosotros dejemos de retirar el dinero de su Cuenta Bancaria. El hecho de revocar su autorización de la ACH no le exime a usted de su obligación de pagar su Préstamo por completo.

**AUTORIZACIÓN DE LETRA A LA VISTA:** Si usted revoca una Autorización de Débito ACH que nos brindó anteriormente o nosotros no recibimos un pago antes de la Fecha de Vencimiento de Pago, usted nos autoriza y autoriza a nuestros agentes, sucesores y cesionarios a crear y presentar letras a la vista pagaderas a nosotros por la suma de cada pago adeudado de conformidad con este Contrato, incluidos todos los cargos por pagos devueltos u otras sumas adeudadas a nosotros al aplicarse el pago anticipado de este Préstamo como resultado de su incumplimiento. Su firma escrita abajo constituye su autorización para que nosotros autentiquemos letras a la vista, que también se conocen por el nombre de giros a la vista, telecheques o cheques electrónicos, giros previamente autorizados o giros físicos. Si usted considera que cobramos su Cuenta Bancaria de una manera no contemplada en esta autorización, comuníquese con nosotros. Usted nos autoriza a modificar la suma de todos los pagos previamente autorizados mediante con letras a la vista según sea necesario para reintegrar los pagos a plazos y todos los restantes pagos adeudados en virtud de este Contrato.

**NOTIFICACIÓN DE CONVERSIÓN DE CHEQUES:** Cuando usted entrega un cheque como pago, acepta que nosotros podremos utilizar la información de su cheque para realizar un retiro electrónico por única vez de su Cuenta Bancaria o para procesar el pago como una transacción con cheque. Cuando utilizamos información de su cheque para realizar un retiro de su Cuenta Bancaria, los fondos de su Cuenta Bancaria pueden retirarse tan pronto como el mismo día que recibimos su pago y su institución financiera no le enviará el cheque que usted emitió. Si necesita información adicional, comuníquese por teléfono al número de nuestro Servicio de atención al cliente: 1-877-218-7437.

**APLICACIÓN DE LOS PAGOS:** El Prestamista aplicará sus pagos en el orden siguiente: (1) a los cargos y cuotas adeudados, (2) a los intereses acumulados pero pendientes de pago y (3) a las sumas de capital pendientes de pago.

**DECLARACIÓN INFORMATIVA SOBRE INTERÉS DE GARANTÍA:** En la medida que su aceptación de que nosotros retiremos dinero de su Cuenta Bancaria se considera un interés de garantía conforme a las leyes de La Posta Band of Mission Indians, por la presente usted nos otorga un interés de garantía en esa autorización de retiro con el sistema ACH.

**PAGO ANTICIPADO:** Usted puede pagar en forma anticipada la totalidad o una parte de la suma que nos adeuda, en cualquier momento, sin penalidad.

**POLÍTICA DE REFINANCIAMIENTO:** A menos que se le notifique de otra manera, se debitará en su cuenta la cantidad adeudada mínima para refinanciar este préstamo por otro período.

**CARGO POR PAGO DEVUELTO:** Si algún pago que usted realiza de este Préstamo no es atendido o no puede ser procesado por la razón que sea, incluido si su Cuenta Bancaria carece del dinero suficiente, usted acepta pagarnos un cargo de \$25.00. Usted nos autoriza y autoriza a nuestros agentes a realizar un retiro por única vez de su Cuenta Bancaria para cobrar ese cargo si también seleccionó la Autorización de Débito ACH. Su institución financiera también podría imponer un cargo correspondiente.

**INCUMPLIMIENTO:** Usted habrá incumplido la promesa que nos hizo en este Contrato (cada una de las siguientes será considerada un "Incumplimiento") si: (a) suministra información falsa o engañosa sobre sí mismo, su empleo o su situación financiera antes de celebrar este contrato, (b) usted no efectúa un pago antes de la fecha de vencimiento o si, por la razón que sea, su pago nos es devuelto o bien, (c) usted se declara en bancarrota o pasa a ser considerado deudor en virtud de las Leyes Federales de Bancarrota.

**CONSECUENCIAS DEL INCUMPLIMIENTO:** Si usted no procede del modo acordado conforme a este Contrato, nosotros podremos, a nuestra opción, actuar de una o más de las siguientes maneras: (a) exigirle que nos pague de inmediato la totalidad de lo que nos adeuda; (b) retirar dinero de su Cuenta Bancaria que no estaba disponible cuando intentamos retirarla en una oportunidad anterior, si usted seleccionó la Autorización de Débito ACH y (c), por todos los medios legales disponibles, emprender acciones para cobrar lo que nos adeuda en el caso de que declaremos que todas las sumas adeudadas conforme a este Contrato son exigibles de inmediato en virtud de que usted no nos pagó, y entonces usted también nos autoriza y autoriza a nuestros agentes a retirar dinero de su Cuenta Bancaria por el total de la cantidad exigible conforme a este Contrato, si seleccionó la Autorización de Débito ACH. Si elegimos alguna o más de estas alternativas, no renunciaremos a nuestro derecho a utilizar posteriormente algún otro método para cobrar el dinero que usted nos adeuda. Podremos tomar la decisión de no emplear ninguno de los métodos detallados arriba para recuperar el dinero que usted nos adeuda. En ese caso, no renunciaremos a nuestro derecho de considerar lo que usted manifestó que haría para efectuar los pagos y, si usted no efectúa esos pagos, consideraremos que usted está en estado de Incumplimiento.

**INFORMES CREDITICIOS:** Podremos hacer llegar información acerca de su Préstamo a agencias de informes crediticios. Los pagos atrasados, los pagos no efectuados u otros hechos con respecto a usted podrían constar en su informe crediticio.

**DERECHO DE CANCELACIÓN Y DEJAR SIN EFECTO EL PRÉSTAMO:** USTED PUEDE CANCELAR Y DEJAR SIN EFECTO EL PRÉSTAMO, SIN COSTO PARA USTED O SIN MÁS OBLIGACIÓN PARA CON NOSOTROS, CON SOLO COMUNICARSE POR TELÉFONO GRATIS AL 1-877-218-7437 ANTES DE LAS 5:00 P.M. HORA DEL PACÍFICO, EL PRIMER DÍA LABORABLE BANCARIO POSTERIOR A LA FECHA DE VIGENCIA. USTED PUEDE CANCELARLO Y DEJARLO SIN EFECTO SOLO SI NOS DEVUELVE EL DINERO DEL PRÉSTAMO QUE TRANSFERIMOS A SU CUENTA BANCARIA, REGRESA EL CHEQUE DE FONDOS DEL PRÉSTAMO ENVIADO A USTED POR CORREO O SI NOSOTROS SOMOS CAPACES DE RETIRAR DE SU CUENTA BANCARIA LOS FONDOS DE SU PRÉSTAMO.

**CARGOS BANCARIOS DEL PRESTATARIO:** Usted no nos responsabilizará ni responsabilizará a nuestros agentes por los cargos o cuotas que deba pagar como resultado de la presentación de un cheque o una solicitud de retiro en su banco en relación con este Contrato.

#### **PROCEDIMIENTOS DE RESOLUCIÓN DE CONTROVERSIAS**

##### **LEA ATENTAMENTE LAS SIGUIENTES DISPOSICIONES.**

Toda controversia que pudiera tener con nosotros en virtud de este Contrato será resuelta de conformidad con los procedimientos de Resolución de Controversias del Prestatario de La Posta Band of Mission Indians.

Usted reconoce y acepta que al firmar este Contrato:

**(a) USTED RENUNCIA A SU DERECHO A TENER UN JUICIO POR JURADO PARA RESOLVER UNA PRESUNTA CONTROVERSIA CON NOSOTROS O CON TERCEROS RELACIONADOS; y**

**(b) USTED RENUNCIA A SU DERECHO A QUE UN TRIBUNAL RESUELVAN UNA PRESUNTA CONTROVERSIA CON NOSOTROS O CON TERCEROS RELACIONADOS.**

**Procedimientos de Resolución de Controversias de la Tribu.** Si usted tiene una pregunta o un conflicto con respecto a su préstamo o algún aspecto de este Contrato, en primer lugar deberá comunicarse por teléfono con nosotros al 1-877-218-7437 o bien, por escrito al domicilio indicado en la primera página de este Contrato. Haremos todo lo que esté a nuestro alcance para responder su pregunta o resolver su conflicto. Si no está satisfecho con nuestra respuesta, deberá presentar una reclamación por escrito a Tribal Lending Regulatory Authority, 8 Crestwood Road, Boulevard, California 91905. La reclamación deberá ser presentada en los primeros cinco (5) días hábiles después de que usted reciba nuestra respuesta a su consulta o conflicto y deberá describir el conflicto así como la reparación que reclama. La Posta Tribal Lending Regulatory Authority o su Administrador de Reclamaciones procesará las reclamaciones de conformidad con La Posta Tribal Lending Regulatory Ordinance (Ordenanza Normativa de La Posta Tribal Lending). Las partes de una controversia que no están satisfechas con la decisión de Tribal Lending Regulatory Authority o su Administrador de Reclamaciones puede solicitar la revisión de la decisión del Consejo Tribal de La Posta Band of Mission Indians, cuya decisión será definitiva y no estará sujeta a revisiones posteriores, salvo como se dispone abajo.

Para que sea considerada, toda reclamación por escrito que usted presente deberá cumplir los requisitos de procedimiento y materiales de las leyes de La Posta Band of Mission Indians. Puede solicitar copias de las leyes tribales vigentes con solo comunicarse por teléfono al Servicio de atención al cliente al 1-877-218-7437.

**Recurso de Arbitraje.** Si usted no está satisfecho con una decisión definitiva del Consejo Tribal de La Posta Band of Mission Indians con respecto a su reclamación, puede apelar la decisión y someterla a arbitraje. Usted tiene derecho a seleccionar alguna de las siguientes organizaciones de arbitraje para administrar la apelación: American Arbitration Association (1-800-778-7879) <http://www.jamsadr.org>; JAMS (1-800-352-5267) <http://www.jamsadr.com>; o una organización arbitral acordada entre nosotros. La apelación estará regida por las normas y los procedimientos vigentes de la organización arbitral elegida para controversias al consumidor, en la medida que tales normas y procedimientos no contradigan las leyes de La Posta Band of Mission Indians o los términos y condiciones explícitos del presente Contrato.

**Inmunidad Soberana.** La Posta Band of Mission Indians es una tribu india reconocida por el gobierno federal que, junto con sus departamentos y agencias gubernamentales y empresas económicas, posee inmunidad soberana en cuanto a demandas iniciadas sin su consentimiento. Esto significa que no puede presentarse ninguna demanda judicial en contra de la Tribu en general o de La Posta

Tribal Lending Enterprise en particular, sin el consentimiento de La Posta Band of Mission Indians. La Tribu ha renunciado a la inmunidad soberana de La Posta Tribal Lending Enterprise solo para el fin determinado de permitir la presentación en contra de nosotros de Reclamaciones con respecto a Controversias de clientes utilizando los procedimientos detallados arriba y en los Reglamentos de La Posta Tribal Lending Regulatory Authority y no para algún otro fin o procedimiento. Esta renuncia limitada de inmunidad soberana tiene el solo objeto de beneficiar a los clientes de La Posta Tribal Lending Enterprise y a ninguna otra persona o entidad y limita la reparación que podría obtenerse como resultado de una Reclamación sin cargas de La Posta Tribal Lending Enterprise.

**Otras Disposiciones.** Las disposiciones para Resolución de Controversias en este Contrato seguirán vigentes después de: (i) la terminación o los cambios en este Contrato, la Cuenta o la relación entre nosotros con respecto a la Cuenta; (ii) la bancarrota de una de las partes y (iii) la transferencia, venta o cesión a alguna persona o entidad de mi Pagaré, o de las sumas adeudadas en mi cuenta. Las disposiciones para Resolución de Controversias en este Contrato tienen por objeto redundar en beneficio de usted, sus herederos, sucesores y cesionarios y tienen carácter vinculante con todos ellos. También son vinculantes y redundarán en beneficio de nosotros, nuestros sucesores, cesionarios y terceros relacionados. Las disposiciones para Resolución de Controversias en este Contrato continuarán con plena vigencia y efecto, aun cuando sus obligaciones hubieran sido pagadas o rehabilitadas por bancarrota. Las disposiciones para Resolución de Controversias seguirán vigentes después de la terminación, modificación, caducidad o cumplimiento de todas las transacciones entre usted y nosotros a menos que lo acordemos de alguna otra manera por escrito. Si alguna parte de estas disposiciones para Resolución de Controversias se considera no válida, las restantes disposiciones continuarán vigentes.

**LEYES VIGENTES.** Este Contrato está regido por las leyes federales y las leyes de La Posta Band of Mission Indians.

**LLAMADAS POR TELÉFONO.** Por la presente, usted acepta que en caso de que necesitemos comunicarnos con usted con respecto a su cuenta o por el reintegro de su Préstamo, podremos llamarle por teléfono a los números, incluidos los números de teléfono celular, que nos suministró y que podremos dejar grabado un mensaje de marcado automático o pregrabado o bien, emplear otra tecnología, como por ejemplo, el sistema de mensajes SMS u otro tipo de mensaje de texto, para ponernos en contacto o comunicarnos con usted.

**VERIFICACIÓN.** Usted nos autoriza a verificar toda la información que nos suministró para obtener la aprobación de este Préstamo.

**Comunicaciones:** Podremos comunicarnos con usted por correo electrónico, mensajes de texto, teléfono o correo postal para brindarle información sobre el estado de cuenta, como por ejemplo, recordatorios de fechas de vencimiento, avisos de morosidad o iniciativas de cobro.

Además, podremos comunicarnos con usted de vez en cuando a efectos de notificarle sobre ofertas especiales relativas a nuestros productos y servicios, así como ofertas de nuestros asociados relativas a diferentes productos financieros. Usted puede excluirse voluntariamente de recibir estas comunicaciones con solo llamar al 1-888-645-4171.

You may opt out of receiving these communications by calling 1-888-645-4171.

**Con su firma electrónica en este Contrato** usted certifica que la información proporcionada en relación con este Contrato es veraz y correcta. Usted nos autoriza a verificar la información proporcionada en relación con este Contrato y nos da su autorización para obtener información sobre usted de una agencia de informes crediticios al consumidor u otras fuentes. ***Usted reconoce, declara y asegura que (a) leyó, comprendió y aceptó todos los términos y condiciones de este Contrato, incluidas las declaraciones informativas y disposiciones para Resolución de Conflictos, (b) este Contrato contiene todos los términos y condiciones del contrato entre usted y nosotros y que no se realizaron declaraciones o promesas diferentes de las que contiene este Contrato, (c) usted específicamente autoriza los retiros de su Cuenta Bancaria y los depósitos a su Cuenta Bancaria como se describen en este Contrato y que seleccionó la Autorización de Débito ACH, (d) usted no es deudor en ningún procedimiento de Bancarrota y no tiene ninguna intención de presentar una solicitud de declaración de quiebra acogiéndose a ningún capítulo del United States Bankruptcy Code (Código de Concursos y Quiebras de los Estados Unidos), (e) este Contrato fue completado ante usted antes de que usted lo firmara y (f) usted es capaz de imprimir o conservar un ejemplar llenado de este Contrato. Usted asimismo acepta que podremos retener los fondos de su préstamo hasta que nos aseguremos de que toda la información que nos proporcionó en su solicitud es veraz y decidamos si usted satisface nuestros requisitos para recibir el Préstamo.***

Con su firma electrónica en este Contrato, usted nos autoriza a verificar toda la información que nos proporcionó, incluida información pasada o actual. Si falta información en su solicitud de préstamo o adjunta a ella, o si su solicitud de préstamo o los documentos adjuntos a ella contienen información errónea con respecto a su Cuenta Bancaria (incluido, sin limitaciones, su banco o el código numérico interbancario por número de cuenta), entonces usted nos autoriza a verificar y corregir esa información. Usted acepta que su Autorización ACH está sujeta a la aprobación de este Contrato por nuestra parte.

Con su firma electrónica en este Contrato, usted nos autoriza a realizar asientos de débito y crédito ACH para este préstamo y también acepta las Autorizaciones ACH estipuladas en este Contrato. Usted reconoce y acepta que esa Autorización ACH para Cargar la Cuenta Bancaria redundará en beneficio de La Posta Tribal Lending Enterprise, sus afiliadas, agentes, empleados, sucesores y cesionarios registrados.

Por: La Posta Tribal Lending Enterprise


Escriba su nombre, como consta en el documento de préstamo (RACHEL DAURORA). Esta es su firma digital y confirma que usted conviene en los términos y condiciones estipulados arriba y los acepta.

Redacted 11/13/2018  
Prestatario Fecha

# **ATTACHMENT E**



# Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

Account number: [REDACTED] continued

**For the period 11/09/2018 to 12/10/2018**

RACHEL N DAURORA

Primary account number: [REDACTED]

Page 2 of 5

## Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Average monthly balance	Charges and fees
		[REDACTED]	[REDACTED]

## Transaction Summary

Checks paid/withdrawals	Debit Card POS signed transactions	Debit Card/Bankcard POS PIN transactions
[REDACTED]	[REDACTED]	[REDACTED]
Total ATM transactions	PNC Bank ATM transactions	Other Bank ATM transactions
[REDACTED]	[REDACTED]	[REDACTED]

## Overdraft and Returned Item Fee Summary

	Total for this Period	Total Year to Date
Total Overdraft Fees	[REDACTED]	[REDACTED]

## Activity Detail

### Deposits and Other Additions


Date Amount Description


[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------

11/14 250.00 Direct Deposit - XXXXXX6064  
Harvest Moon Loa 181113Qv10Sn0Yc

There were [REDACTED] Deposits and Other Additions totaling [REDACTED]

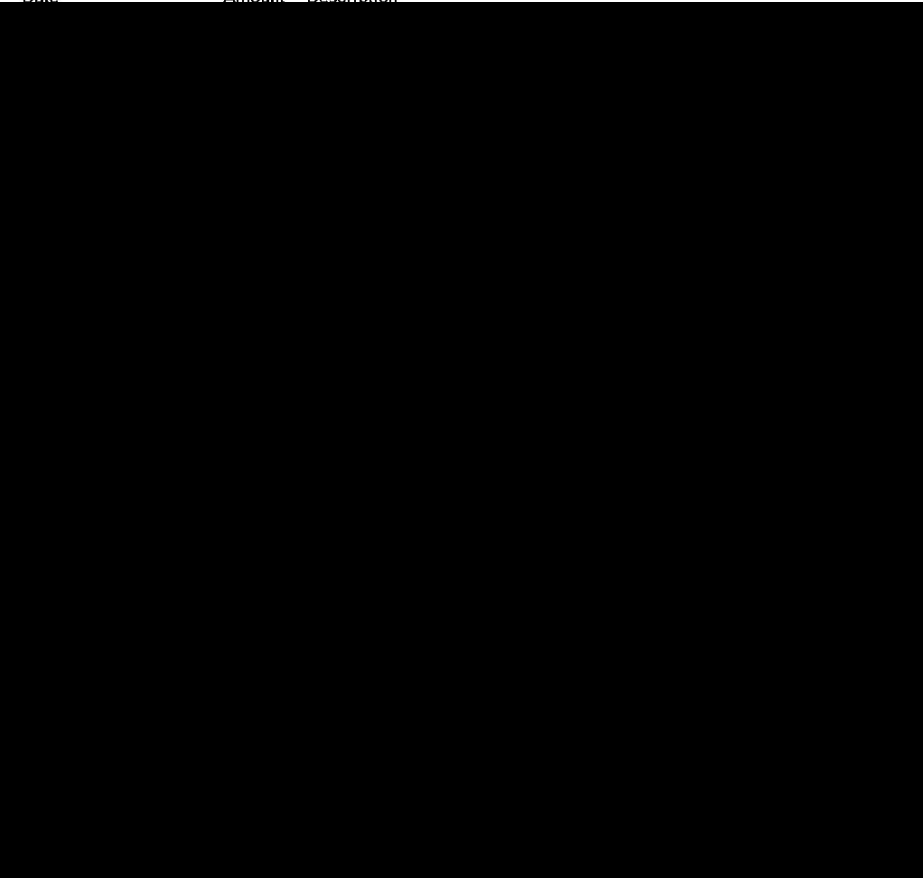
Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

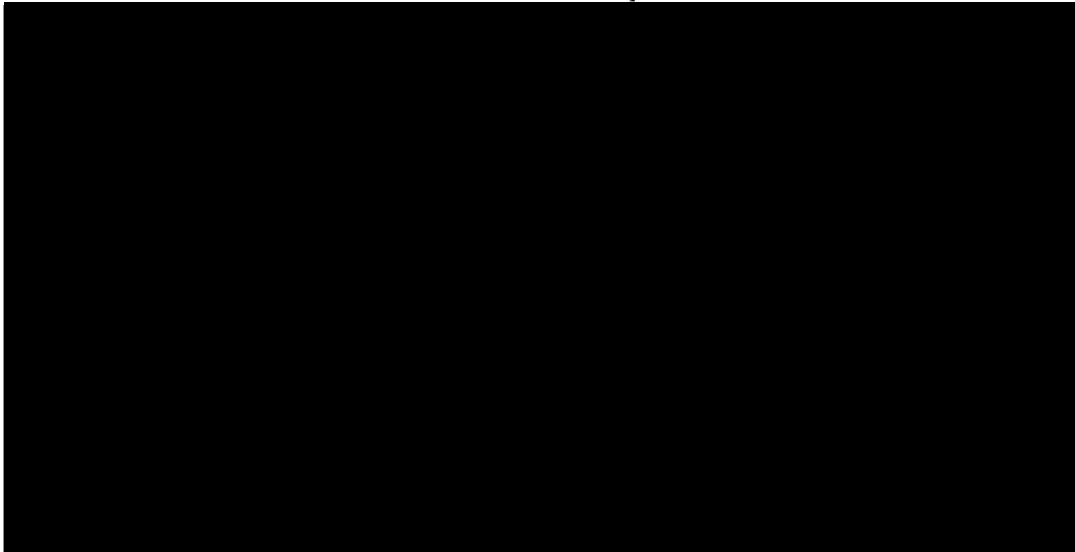
For the period 11/09/2018 to 12/10/2018  
RACHEL N DAURORA  
Primary account number:   
Page 4 of 5

Account number:  - continued

Online and Electronic Banking Deductions - continued

Date	Amount	Description
		

11/28	116.19	Web Pmt Single - 8887976064 Harvest Moon Loa 1811276Cxxqwi4G
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# Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

Account number: [REDACTED] - continued

**For the period 12/11/2018 to 01/09/2019**

RACHEL N DAURORA

Primary account number: [REDACTED]

Page 3 of 5

## Checks and Substitute Checks - continued

Check number	Amount	Date paid	Reference number	Check number	Amount	Date paid	Reference number
--------------	--------	-----------	------------------	--------------	--------	-----------	------------------

[REDACTED]

\* Gap in check sequence

There were [REDACTED] checks listed totaling [REDACTED]

## Banking/Debit Card Withdrawals and Purchases

Date	Amount	Description
------	--------	-------------

[REDACTED]

There were [REDACTED] Banking Machine withdrawals totaling [REDACTED]

There were [REDACTED] Debit Card/Bank card PIN POS purchases totaling [REDACTED]

There were [REDACTED] Other Banking Machine/Debit Card deductions totaling [REDACTED]

## Online and Electronic Banking Deductions

Date	Amount	Description
------	--------	-------------


[REDACTED]


12/12	115.95	Web Pmt Single - 8887976064 Harvest Moon Loa 18121155D6Rgwv8
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[REDACTED]

There were [REDACTED] Online or Electronic Banking Deductions totaling [REDACTED]

Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

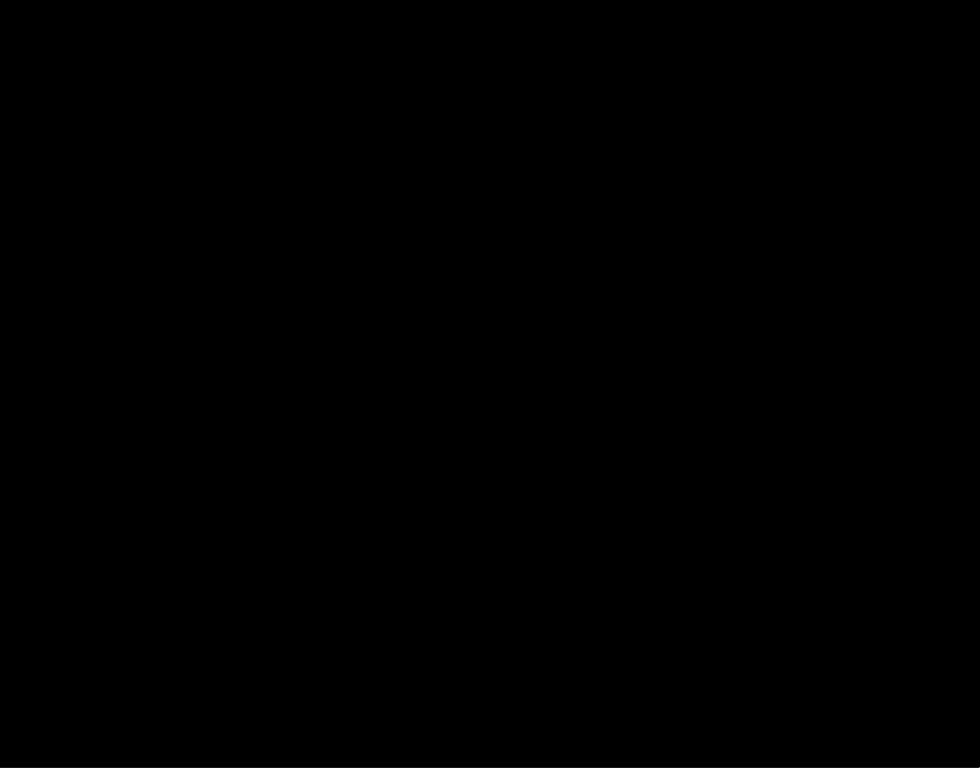
For the period 12/11/2018 to 01/09/2019  
RACHEL N DAURORA  
Primary account number:   
Page 4 of 5

Account number:  continued


Online and Electronic Banking Deductions - continued

Date	Amount	Description
		

12/26	115.95	Web Pmt Single - 8887976064 Harvest Moon Loa 181224Dngbgfefa
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Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

**For the period 12/11/2018 to 01/09/2019**  
RACHEL N DAURORA  
Primary account number [REDACTED]  
Page 5 of 5

Account number: [REDACTED] - continued

**Online and Electronic Banking Deductions** - continued

Date	Amount	Description
[REDACTED]		


01/09            115.95    Web Pmt Single - 8887976064  
                                 Harvest Moon Loa 190108X3Mpo46Av

[REDACTED]		
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**Daily Balance Detail**

Date	Balance	Date	Balance	Date	Balance	Date	Balance
[REDACTED]							

Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

Account number: [REDACTED] - continued

For the period 01/10/2019 to 02/08/2019  
RACHEL N DAURORA  
Primary account number: [REDACTED]  
Page 3 of 5

Banking/Debit Card Withdrawals and Purchases - continued

Date Amount Description

[REDACTED]		
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Online and Electronic Banking Deductions

Date Amount Description


[REDACTED]		
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01/23 115.95 Web Pmt Single - 8887976064  
Harvest Moon Loa 190122H6Ri5Oj11

[REDACTED]		
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There were [REDACTED] Online or Electronic Banking Deductions totaling [REDACTED]

Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.


For the period 01/10/2019 to 02/08/2019  
RACHEL N DAURORA  
Primary account number:   
Page 4 of 5

Account number:  - continued

Online and Electronic Banking Deductions - continued

Date	Amount	Description
		
02/06	115.95	Web Pmt Single - 8887976064 Harvest Moon Loa 190205C04Uire9I
		

Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

Account number: [REDACTED] continued

Banking/Debit Card Withdrawals and Purchases

Date	Amount	Description
[REDACTED]		

Online and Electronic Banking Deductions

Date	Amount	Description
[REDACTED]		

02/20	115.95	Web Pmt Single - 8887976064 Harvest Moon Loa 1902196Pbqua7W3
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[REDACTED]		
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For the period 02/09/2019 to 03/08/2019  
RACHEL N DAURORA  
Primary account number: [REDACTED]  
Page 3 of 5

There were [REDACTED] Banking Machine withdrawals totaling [REDACTED]


There was [REDACTED] Debit Card/Bank card PIN POS purchase totaling [REDACTED]


There were [REDACTED] Other Banking Machine/Debit Card deductions totaling [REDACTED]

There were [REDACTED] Online or Electronic Banking Deductions totaling [REDACTED]

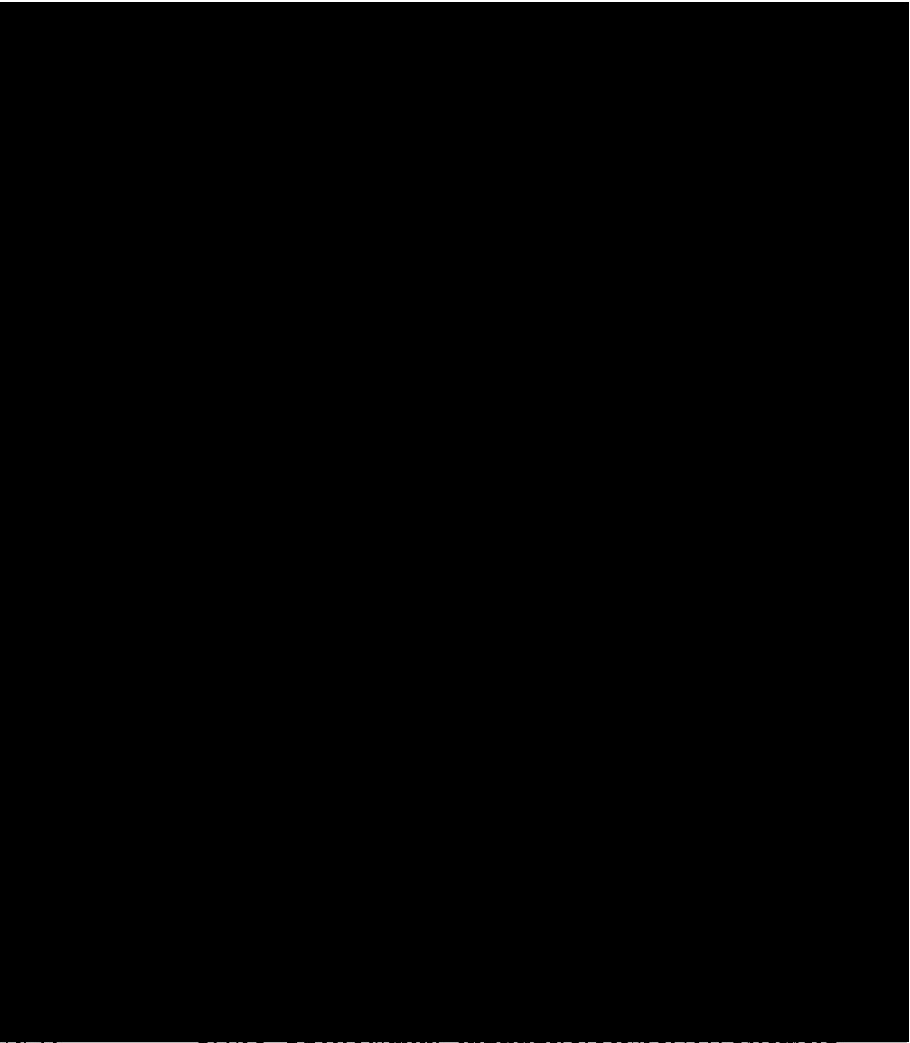
Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

For the period 02/09/2019 to 03/08/2019  
RACHEL N DAURORA  
Primary account number:   
Page 4 of 5

Account number:  - continued


Online and Electronic Banking Deductions - continued

Date	Amount	Description
		

03/06	115.95	Web Pmt Single - 8887976064 Harvest Moon Loa 190305Jq8Vej3Oi
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# Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

Account number: [REDACTED] - continued

**For the period 03/09/2019 to 04/08/2019**

RACHEL N DAURORA

Primary account number: [REDACTED]

Page 3 of 5

## Checks and Substitute Checks - continued

Check number	Amount	Date paid	Reference number	Check number	Amount	Date paid	Reference number
--------------	--------	-----------	------------------	--------------	--------	-----------	------------------

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------	------------	------------	------------

\* Gap in check sequence

There were [REDACTED] checks listed totaling [REDACTED]

## Banking/Debit Card Withdrawals and Purchases

Date	Amount	Description
------	--------	-------------

[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------

There were [REDACTED] Banking Machine withdrawals totaling [REDACTED]

There were [REDACTED] Debit Card/Bank card PIN POS purchases totaling [REDACTED]

There were [REDACTED] Other Banking Machine/Debit Card deductions totaling [REDACTED]

## Online and Electronic Banking Deductions

Date	Amount	Description
------	--------	-------------

[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------

There were [REDACTED] Online or Electronic Banking Deductions totaling [REDACTED]

03/20	115.95	Web Pmt Single - 8887976064 Harvest Moon Loa 190319Twfr3C59G
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[REDACTED]	[REDACTED]	[REDACTED]
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Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

For the period 03/09/2019 to 04/08/2019  
RACHEL N DAURORA  
Primary account number: [REDACTED]  
Page 4 of 5

Account number: [REDACTED] - continued

Online and Electronic Banking Deductions - continued

Date	Amount	Description
[REDACTED]		
04/03	115.95	Web Pmt Single - 8887976064 Harvest Moon Loa 1904025Yfwyl8Ws
[REDACTED]		

Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

Account number: [REDACTED] continued

Banking/Debit Card Withdrawals and Purchases

Date Amount Description

[REDACTED]		
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Online and Electronic Banking Deductions

Date Amount Description

[REDACTED]		
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04/17 115.95 Web Pmt Single - 8887976064  
Harvest Moon Loa 1904169W1D9McPt

[REDACTED]		
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For the period 04/09/2019 to 05/08/2019  
RACHEL N DAURORA  
Primary account number: [REDACTED]  
Page 3 of 5


There were [REDACTED] Banking Machine withdrawals totaling [REDACTED]


There were [REDACTED] Debit Card/Bank card PIN POS purchases totaling [REDACTED]


There were [REDACTED] Other Banking Machine/Debit Card deductions totaling [REDACTED]

There were [REDACTED] Online Electronic Banking Deductions totaling [REDACTED]

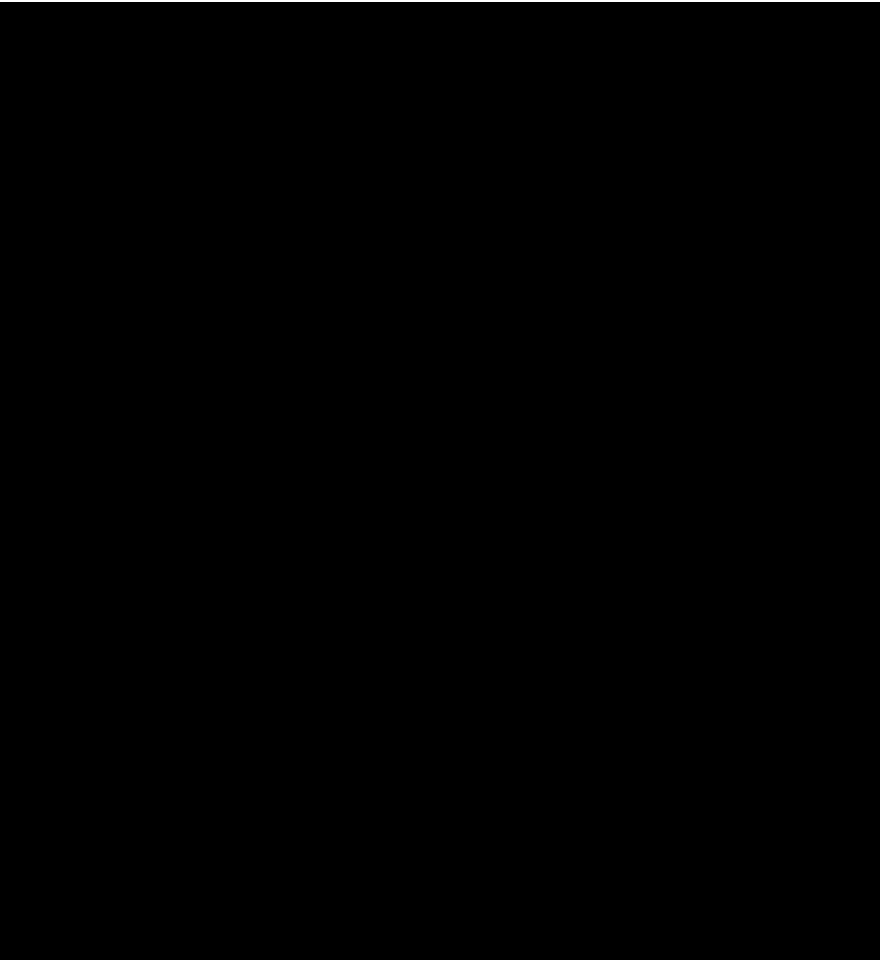
Virtual Wallet Spend Statement

 For 24-hour information, sign on to PNC Bank Online Banking on pnc.com.

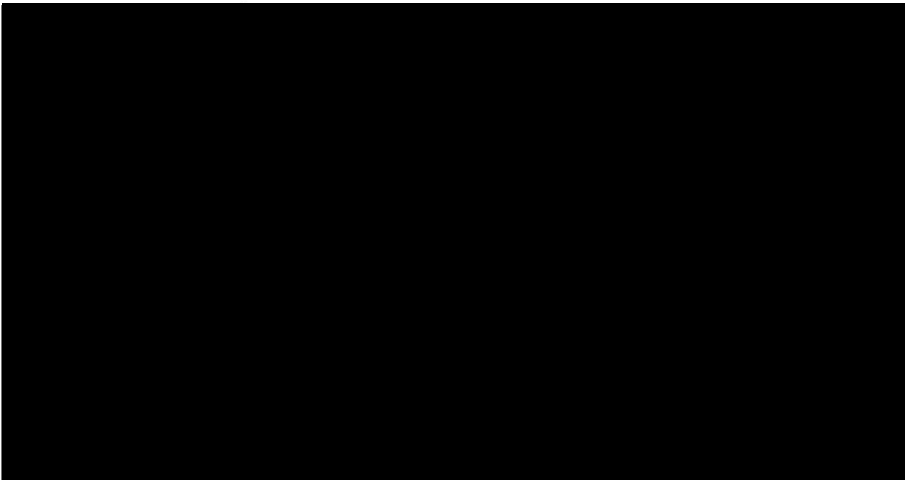
For the period 04/09/2019 to 05/08/2019  
RACHEL N DAURORA  
Primary account number:   
Page 4 of 5

Account number:  - continued

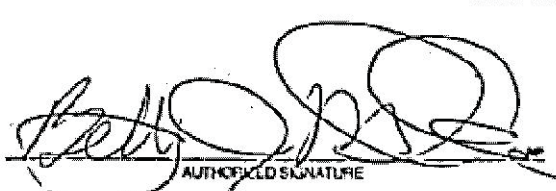
Online and Electronic Banking Deductions - continued

Date	Amount	Description
		

05/01	115.95	Web Pmt Single - 8887976064 Harvest Moon Loa 1904303Lkppclkk
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# **ATTACHMENT F**

<b>HARVEST MOON FINANCIAL A DIVISION OF LA POSTA TRIBAL LENDING ENTERPRISE</b> 8 CRESTWOOD RD BOULEVARD, CA 91905		<b>FIRST DAKOTA NATIONAL BANK</b> <small>www.firstdakota.com 800-466-4712</small>	<b>1078</b> <small>73-41314 01 CHECK NUMBER</small>
PAY TO THE ORDER OF Rachel D'Aurora		5/9/2019	
One Thousand Twenty-Five and 45/100.....		\$**1,025.45	
Rachel D'Aurora		DOLLARS <input checked="" type="checkbox"/>	
MEMO	Loan # [REDACTED]	 AUTHORIZED SIGNATURE	
⑈001078⑈ [REDACTED]		Security Features Included	

"For Mobile Deposit Only"  
FOR MOBILE DEPOSIT ONLY

[REDACTED]

MELISSA LAFORCE

DO NOT MAIL PLACE IN SUBPOENA MAIL BIN  
B7-YB17-01-C